SOLICITATION, OFFER AND AWARD 1. THIS CONTRACT ORDER UNDER DP											RATING		PAGE 1	OF	PAGES 114
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ED-IES-1					S-17-R-001				SEALED BID (IFB) NEGOTIATED (RFP)			EDOIES EDOIES	-17-0000 -17-0000		
7. ISS	SUED E	BY		CODE	CAMPCP	1	8. AD	DRES	S OFFER TO (If other	er than	Item 7)				
ι	S De	pt of ED-550 12th St	reet SW - Room 710		<u> </u>				,		,				
NOT	E: In s	sealed bid solicitations "	offer" and "offeror" mea	an "bid" a	and "bidder".										
						SOLICI	TATI	ON							
9. Se	aled o	offers in original and			copies for f				or services in the	Sched	lule will be receiv	ed at the pla	ce specified	l in Ite	m 8. or if
handcarried, in the depository located in							•				until	12:00 PM ET	local time	JĻ	JN 02, 2017
	TION tation	- LATE Submissions, M	lodifications, and Witho	Irawls: S	ee Section L, P	rovision No.	. 52.2 ⁻	14-7 c	or 52.215-1. All of	fers ar	e subject to all te	(Hour) rms and con	ditions cont		(Date) in this
IN		0. FOR NATION CALL	A. NAME Thomas Smith			B. TELEPHONE (NO COLLECT CALLS)			·	MAIL ADDRES		٥V			
					11	. TABLE O	F CON	NTEN.	TS						
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						OFI	FER								
NOT	E: Iter	n 12 does not apply if th	ne solicitation includes	the provi	sions at 52.214	-16, Minimu	ım Bic	Acce	eptance Period.						
12. l	n com	pliance with the above,	the undersigned agree	s, if this	offer is accepted	d within			cale	ndar da	ays (60 calendar	days unless	a different		
perio	d is in	serted by the offeror) fro	om the date for receipt	of offers	specified above	e, to furnish	any c	or all it	tmes upon which	prices	are offered at the	e price set op	oposite		
each	item,	delivered at the designate	ated point(s), within the	time spe	ecified in the sc	hedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						AR DAYS (%))	20 CA	ALENDAR DAYS (%)	30 CALENDAR DA	AYS (%)	CAI	CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS AMENDME						MENDMENT N	10.		DATE		AMEND	MENT NO.		DA	TE
(The offeror acknowledges receipt of amendments to the SOLICITATION for															
offerd	rs and	related documents number	ed and dated):												
Total Name and Address of Offeror						JNS:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)								
15B. TELEPHONE NUMBER 15C. CHECK IF REMITTANCE ADDRESS IS DIF ABOVE - ENTER SUCH ADDRESS IN SCHEDU							RENT	FROM	17. SIGNATURE				18. O	FFERI	DATE
					AWARD (To	be comp	leted	by (Government)						
							21. ACCOUNTING AND APPROPRIATION								
							See Schedule								
_	22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C 23004(c) () 41 U.S.C 253(c) ()							23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)							
24. A	24. ADMINISTERED BY CODE							25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER(Type or print)							27. U	NITED	STATES OF AMER		ntracting Officer)		28. A	WARD	DATE

AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR (48 CFR) 53.214(c)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

	SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
	This contract will provide integrated support for the full range of scientific peer review activities conducted at the Institute of Education Sciences, within the Department of Education.						
	Scientific Peer Review Management and Administration			NTE	NTE		
0001	IES Research Competitions	1.00	SE				
	Period of Performance: 07/17/2017 to 07/16/2018						
0002	IES Research Competitions IT Portion	1.00	SE	NTE	NTE		
	Period of Performance: 07/17/2017 to 07/16/2018						
0003	Research in Special Education Peer Review	1.00	SE	NTE	NTE		
	Period of Performance: 07/17/2017 to 07/16/2018						
0004	Statewide Longitudinal Data System Peer Review	1.00	SE	NTE	NTE		
	Period of Performance: 07/17/2017 to 07/16/2018						
0005	IFC Passarah Compatitions Ontion Voor 1	1.00	SE	NTE	NTE/OPT		
0003	IES Research Competitions Option Year 1 Period of Performance: 07/17/2018 to 07/16/2019	1.00	SE				
				NTE	NTE/OPT		
0006	IES Research Competitions IT Portion Option Year 1	1.00	SE				
	Period of Performance: 07/17/2018 to 07/16/2019			NTE I	NTE/OPT		
0007	Research in Special Education Peer Review Option Year 1	1.00	SE				
	Period of Performance: 07/17/2018 to 07/16/2019						
8000	Statewide Longitudinal Data System Peer Review Option Year 1	1.00	SE	NTE	NTE/OPT		
	Period of Performance: 07/17/2018 to 07/16/2019						
0009	IES Research Competitions Option Year 2	1.00	SE	NTE	NTE/OPT		
	Period of Performance: 07/17/2019 to 07/16/2020						
0010	IES Research Competitions IT Portion Option Year 2	1.00	SE	NTE	NTE/OPT		
	Period of Performance: 07/17/2019 to 07/16/2020						
0011	Research in Special Education Peer Review Option Year 2	1.00	SE	NTE	NTE/OPT		
	Period of Performance: 07/17/2019 to 07/16/2020						
0012	Statewide Longitudinal Data System Peer Review Option Year 2	1.00	SE	NTE	NTE/OPT		
	Period of Performance: 07/17/2019 to 07/16/2020			NTE	NTE/OPT		
				INIE	NTE/OPT		

	SCHEDULE Co	ntinued			
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0013	IES Research Competitions Option Year 3	1.00	SE		
	Period of Performance: 07/17/2020 to 07/16/2021			NITE	NITE/ODT
0014	IES Research Competitions IT Portion Option Year 3	1.00	SE	NTE	NTE/OPT
	Period of Performance: 07/17/2020 to 07/16/2021			NTE	NTE/OPT
0015	Research in Special Education Peer Review Option Year 3	1.00	SE		
	Period of Performance: 07/17/2020 to 07/16/2021				
0016	Statewide Longitudinal Data System Peer Review Option Year 3	1.00	SE	NTE	NTE/OPT
	Period of Performance: 07/17/2020 to 07/16/2021				
0017	IES Research Competitions Option Year 4	1.00	SE	NTE	NTE/OPT
	Period of Performance: 07/17/2021 to 07/16/2022				
0018	IES Research Competitions IT Portion Option Year 4	1.00	SE	NTE	NTE/OPT
	Period of Performance: 07/17/2021 to 07/16/2022				
0019	Research in Special Education Peer Review Option Year 4	1.00	SE	NTE	NTE/OPT
	Period of Performance: 07/17/2021 to 07/16/2022				
0020	Statewide Longitudinal Data System Peer Review Option Year 4	1.00	SE	NTE	NTE/OPT
	Period of Performance: 07/17/2021 to 07/16/2022				

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 Total Contract Value

Total Contract Value

It is estimated that the total value to the Government for the full performance of this contract will be \$(TBD), if all options are exercised.

The total amount obligated at time of Award, is \$(TBD).

- a) The total base contract value is estimated to be \$(TBD).
- b) The total Option Year 1 amount is estimated to be \$(TBD).
- c) The total Option Year 2 amount is estimated to be \$(TBD).
- d) The total Option Year 3 amount is estimated to be \$(TBD).
- e) The total Option Year 4 amount is estimated to be \$(TBD).

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A-PWS . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D PACKAGING AND MARKING

- D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)
- (a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.
- (b) Ship deliverable items to:

(The name of the Contracting Officer's Representative to be inserted at time of award)

(c) Mark deliverables for: (The name of the Contracting Officer's Representative to be inserted at time of award)

SECTION E INSPECTION AND ACCEPTANCE

E. 1 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

SECTION F DELIVERIES OR PERFORMANCE

F. 1 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

F. 2 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from TBD $\,$ to TBD $\,$, inclusive of all specified deliveries and/or task work.

SECTION G CONTRACT ADMINISTRATION DATA

- G. 1 3452.201-70 CONTRACTING OFFICER`s REPRESENTATIVE (COR) (MAY 2011)
- (a) The Contracting Officer`s Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.
- (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.
- (c) The COR's name and contact information: (To be inserted at time of award)
- (d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

- G. 2 306-1b Invoice and Contract Financing Requests Submission IPP (December 2013)
- (a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.
- (b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: http://www.ipp.gov/. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).
- (c) Invoice Number Format The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:

Contract Number: ED-ABC-13-C-1234 Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:

Contract Number: ED-CDE-13-A-4567/0001 Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

- (d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at https://www.sam.gov/portal/public/SAM/.
- (e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

- (f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.
- (g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.
- (h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at http://www.ipp.gov/
- G. 3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

TO BE FILLED IN AT TIME OF AWARD.

- G. 4 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)
- (a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).
- (b) The provisional overhead rate(s) applicable to this contract:

(TO BE FILLED IN AT TIME OF AWARD)

SECTION H SPECIAL CONTRACT REQUIREMENTS

- H. 1 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)
- (a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
- (b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

H. 2 3452.208-71 PRINTING (MAY 2011)

(Reference 3452.208-71)

H. 3 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(Reference 3452.208-72)

H. 4 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(Reference 3452.209-71)

H. 5 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)

(Reference 3452.215-70)

H. 6 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

(Reference 3452.224-70)

H. 7 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(Reference 3452.224-71)

- H. 8 3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011)
- (a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer`s representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.
- (b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:

 "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number TBD The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

(End of Clause)

H. 9 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)

(Reference 3452.227-71)

H. 10 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(Reference 3452.227-72)

H. 11 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(Reference 3452.227-73)

H. 12 3452.228-70 REQUIRED INSURANCE (MAY 2011)

(Reference 3452.228-70)

H. 13 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)

(Reference 3452.237-70)

H. 14 3452.237-71 Observance of Adminstrative Closures

3452.237-71 Observance of Administrative Closures (May 2011)

- (a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.
- (b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

The following holidays are classified by the Office of Personnel and Management as Federal Holidays:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

(End of Clause)

H. 15 3452.239-72 DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)

- (a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at www.ed.gov/fund/contract/about/bsp.html.
- (b) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): N/A
Moderate Risk (MR):
Project Director;
Project Support Specialist;
Project Quality Assurance Official;
System Administrator;
Scientific Review Officer;
Editor;
Lead IT Analyst/IT Subject Matter Expert;
Software Analyst;
Software Engineer;
Software Test Engineer;
Technical Lead

Low Risk (LR): Business Analyst

- (c) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.
 - (d) The contractor shall--
- (1) Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.
- (2) Ensure that no employees are assigned to high risk designated positions prior to a completed preliminary screening.
- (3) Submit all required personnel security forms to the contracting officer's representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.
- (4) Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the contracting officer or the COR, the Department personnel security officer, and the Department computer security officer.
- (5) Ensure that all contractor employees occupying high-risk designated positions submit forms for reinvestigation every five years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.
- (6) Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.
- (7) Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.
- (8) Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.
- (9) Officially notify each contractor employee if he or she will no longer work on a Department contract.
- (10) Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."
- (e) Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings" available at the Web site listed in the first paragraph of this clause.
- (f) Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

(End of Clause)

H. 16 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)

(Reference 3452.242-70)

H. 17 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)

(Reference 3452.242-71)

H. 18 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

(Reference 3452.242-73)

- H. 19 3452.243-70 KEY PERSONNEL (MAY 2011)
- (a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

 (b) The following personnel have been identified as Key Personnel in the performance of this

Labor Category Name TBD TBD

(End of Clause)

H. 20 3452.247-70 FOREIGN TRAVEL (MAY 2011)

(Reference 3452.247-70)

contract:

H. 21 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to N/A.

H. 22 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to TBD.

H. 23 313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from a Conference Policy and Operations Team member prior to final agreement. All hotel/venue contracts shall be submitted electronically via email to the cognizant Contracting Officer's Representative, with a carbon copy to the Contracting Officer, who will ensure Conference Policy and Operations reviews the contract.

Complimentary Items "Comps": The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the Contractor receives any compensation from another source as a result of conference services performed for the Department, the Contractor shall report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

H. 24 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

SECTION I CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (NOV 2013) (Reference 52.202-1) I. 2 52.203-3 GRATUITIES (APR 1984) (Reference 52.203-3) I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) (Reference 52.203-5) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Reference 52.203-6) 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Reference 52.203-7) I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (Reference 52.203-8) I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (Reference 52.203-10) 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Reference 52.203-12) 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Reference 52.203-13) 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF T. 10 WHISTLEBLOWER RIGHTS (APR 2014) (Reference 52.203-17) I. 11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) (Reference 52.204-10) 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) I. 12 (Reference 52.204-13) I. 13 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) (Reference 52.204-14)

(Reference 52.204-18)

I. 15 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

- (b) Safeguarding requirements and procedures.
- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I. 16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(Reference 52.209-6) 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013) (Reference 52.209-9) 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) I. 18 (Reference 52.209-10) 52.210-1 MARKET RESEARCH (APR 2011) T. 19 (Reference 52.210-1) I. 20 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010) (Reference 52.215-2) 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) (Reference 52.215-8) 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Reference 52.215-10) 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011) (Reference 52.215-11) I. 24 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Reference 52.215-12) 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (Reference 52.215-13) T 26 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Reference 52.215-23) 52.216-7 ALLOWABLE COST AND PAYMENT (JULY 2013) (Reference 52.216-7) 52.216-8 FIXED FEE (JUN 2011) T. 28

I. 29 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 52.216-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing

labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

(End of Clause)

- I. 30 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

Base Year: 07/17/2017 to 07/16/2018; Option Year 1: 07/17/2018 to 07/16/2019; Option Year 2: 07/17/2018 to 07/16/2020:

Option Year 2: 07/17/2019 to 07/16/2020; Option Year 3: 07/17/2020 to 07/16/2021; Option Year 4: 07/17/2021 to 7/16/2022

(End of Clause)

I. 31 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

(Reference 52.219-8)

I. 32 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)--ALTERNATE II (NOV 2016)

(Reference 52.219-9 II)

I. 33 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 34 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (OCT 2014)

(Reference 52.219-28)

I. 35 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

I. 36 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 37 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(Reference 52.222-21)

I. 38 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

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(Reference 52.222-26)
(The following clause shall apply as prescribed in FAR 22.1308.)
      52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [OCT 2015]
(Reference 52.222-35)
(The following clause shall apply as prescribed in FAR 22.1408.)
      52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(Reference 52.222-36)
      52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
(Reference 52.222-37)
      52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)
I. 43
      52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
(Reference 52.222-50)
      52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
(Reference 52.222-54)
      52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
T. 45
(Reference 52.223-6)
      52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
T. 46
(Reference 52.223-18)
I. 47 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)
I. 48 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)
      52.224-3 PRIVACY TRAINING (JAN 2017)
(Reference 52.224-3)
I. 50
      52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
(Reference 52.225-13)
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52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR

TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)

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(Reference 52.225-25)
I. 52 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)
(Reference 52.227-14)
I. 53 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)
      52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
I. 54
(Reference 52.228-7)
I. 55 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)
(Reference 52.230-2)
I. 56 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
(Reference 52.230-3)
      52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
(Reference 52.230-6)
      52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)
(The following clause shall apply as prescribed in FAR 32.111(c)(2).)
I. 59 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 52.232-9)
I. 60 52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)
I. 61 52.232-20 LIMITATION OF COST (APR 1984)
(Reference 52.232-20)
      52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)
I. 63 52.232-25 PROMPT PAYMENT (JAN 2017)
(Reference 52.232-25)
I. 64 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
(Reference 52.232-33)
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I. 65 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

(Reference 52.232-39) I. 66 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Reference 52.232-40) I. 67 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991) (Reference 52.233-1 I) I. 68 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985) (Reference 52.233-3 I) 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (Reference 52.233-4) 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) I. 70 (Reference 52.239-1) I. 71 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (Reference 52.242-1) I. 72 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014) (Reference 52.242-3) I. 73 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) (Reference 52.242-4) I. 74 52.242-13 BANKRUPTCY (JUL 1995) (Reference 52.242-13) I. 75 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984) (Reference 52.243-2 I) I. 76 52.244-2 I SUBCONTRACTS (OCT 2010)--ALTERNATE I (JUN 2007) (Reference 52.244-2 I) I. 77 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) (Reference 52.244-5) 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017) (Reference 52.244-6)

I. 79 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

(Reference 52.246-25)

I. 80 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

(Reference 52.247-63)

- I. 81 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to--

(End of clause)

I. 82 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 83 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 84 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf;http://farsite.hill.af.mil/vfedar1.htm

(End of Clause)

I. 85 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

SECTION J LIST OF ATTACHMENTS

J. 1 309-1a LIST OF ATTACHMENTS

Attachment A - Performance Work Statement;

Attachment B - Small Business Subcontracting Plan;

Attachment C - Past Performance Evaluation Form (will be replaced with COI Plan at time of award);

Attachment D - Billing Instructions

J. 2 Attachments A-D

Attachment A ED-IES-17-R-0014

Performance Work Statement

Scientific Peer Review Support for the Institute of Education Sciences

U.S. Department of Education

SECTION 1: GENERAL INFORMATION

1.1 Purpose

This contract will provide integrated support for the full range of scientific peer review activities conducted at the Institute of Education Sciences (IES), including the review of applications submitted to the annual discretionary research grant competitions and the external scientific peer review of report manuscripts and unsolicited grant applications submitted throughout the year. In addition to the peer review activities, the contract will use information technology support to maintain, develop and enhance the online application processing, peer review management and applicant notification system providing critical infrastructure known as PRIMO (Peer Review Management Online) developed for IES.

1.2 Background

The mission of IES is to provide rigorous and relevant evidence on which to ground education practice and policy and share this information broadly. By identifying what works, what doesn't, and why, IES aims to improve educational outcomes for all students, particularly those at risk of failure. IES is the research arm of the U.S. Department of Education (Department). IES was established under the Education Sciences Reform Act of 2002 (ESRA). One of the ways IES provides evidence to ground practice and policy is through research funded under its discretionary grant competitions. IES also supports research funded through an unsolicited grant opportunity for research, evaluation, and statistics, projects that would make significant contributions to the mission of the organization. Another way in which IES provides evidence to ground practice and policy is through publications funded or produced by the Institute.

Under ESRA, IES is required to establish and maintain rigorous peer review processes for the evaluation of applications for grants and cooperative agreements; additionally, IES is required to conduct a rigorous peer review process prior to publication of all research, statistics, and evaluation report manuscripts conducted by, or supported through, IES. Current IES procedures for the peer review of grant applications, and for the peer review of report manuscripts, were approved by IES's Board of Directors – the National Board for Education Sciences (NBES) – in January 2006 (https://ies.ed.gov/director/sro/peer_review/application_review.asp).

The peer review processes approved by NBES in 2006 for the scientific review of applications submitted to discretionary grant research competitions were patterned after those of other Federal scientific agencies, particularly the National Institutes of Health (NIH). The scientific peer review procedures for the review of report manuscripts were also modeled on those of top-tier research journals, and were also approved by the NBES. IES's scientific peer review activities are carried out by the Office of the Deputy Director for Science (also known as the Standards and Review Office or SRO). Peer review activities and staff are purposefully situated outside of the IES Centers that fund research grants and contracts, provide technical assistance to applicants, and work with grantees and contractors.

In a typical year, IES runs between 9-11 discretionary grant competitions with over 35 topic areas and an unsolicited grant opportunity, and receives between 900-1000 grant applications. In addition to the research grant applications, we review between 50-100 report manuscripts annually. In order to review the large number of applications and report manuscripts received, IES relies on 300-350 external, expert peer reviewers. Research grant applications are reviewed on topically-organized scientific peer review panels. The number of panels each year ranges from approximately 20 to 30; the majority of these are panels that meet in-person, while some smaller panels meet via video teleconference (VTC). In recent years, IES has held peer review panel sessions in the fall and winter/spring. In future years, it is possible panels for some competitions will be held on a rolling basis through the year. Panels can range in size from 4 or 5 for a small VTC panel to 25 for a large in-person panel; the average number of members across all review panels is approximately 16. Our extensive peer review operation spans every month of the year and includes staff from the IES Standards and Review Office, IES Centers, and a large number of contractor staff with broad peer review and IT knowledge and expertise.

For more information on IES, go to http://ies.ed.gov and review materials provided on the website.

1.3 Information related to IES's Peer Review Information Management Online System (PRIMO)

The technology providing critical infrastructure for these activities is an online application processing, peer review management, and applicant notification system known as PRIMO (Peer Review Management Online) developed for IES and maintained by a Contractor. This system – used by IES staff, reviewers participating in IES peer review activities, and individuals and organizations who have submitted grant applications for peer review – is critical to fulfilling the primary responsibilities of IES: to ensure that IES funds and produces educational research of the highest scientific quality. The overall goal of PRIMO is to ensure efficient grant and report manuscript peer review processes by minimizing the time necessary for all phases of these processes, reducing the amount of email correspondence required for each phase, and reducing the use of paper, as well as providing a secure means of maintaining related records, and a database that can be readily analyzed to support the continuous improvement of review processes. PRIMO is designed as a system of distinct but interconnected components that, in combination, provide critical support for the work of IES and contract staff.

PRIMO is currently on a Microsoft .NET framework, version 4.5 using a SQL Server 2008 compatible database and capable of being hosted on Internet Information Services (IIS) version 7.5. The PRIMO web site is hosted on the IES Data Center (services provided by Amazon Web Services) which has a current authority to operate (ATO). All documentation to support the IES Data Center ATO can be found in the Department's Cybersecurity Assessment and Management database (CSAM). The Contractor shall work with the IES technical team/IES Data Center team to maintain and enact improvements to PRIMO, as requested. Additionally, the Contractor shall provide all necessary systems documentation, as requested by the COR. PRIMO is accessible to authorized users at: https://iesreview.ed.gov

Key components of the system include (but are not limited to) the following:

- Letters of Intent (LOI) module. Receive LOIs from potential applicants for all annual competitions. Applicant LOI submission is voluntary but LOI receipt is an important step in the application process because IES program officers and SRO staff use the information provided in the LOIs to inform their work, including planning for peer review panels. PRIMO also has the capability to generate preliminary and final reports about the LOIs received.
- Application management. All submitted applications are imported into the online peer review
 management system for initial processing, including (but not limited to) compliance screening by
 contractor staff, responsiveness screening by IES staff, and subsequent final determinations by

IES staff of whether applications will go forward for peer review. All application management activities are conducted through and recorded in PRIMO.

- Reviewer identification and review panel development. PRIMO includes a searchable database of experts in various substantive and methodological areas relevant to IES grant and report manuscript peer review; currently there are nearly 1,800 experts included in this database. IES staff continuously updates and use this database to identify potential reviewers for grant review panels, report manuscripts, and unsolicited grant applications.
- Scientific peer review. All aspects of IES research grant scientific peer review are managed
 through PRIMO, including (but not limited to) assignment of applications to review panels;
 assignment of reviewers to panels, research grant applications, report manuscripts, or unsolicited
 grant applications, as appropriate; collection of information regarding possible COIs from
 reviewers and communication of decisions regarding COIs; provision of review materials to
 reviewers; receipt of critiques and scores from reviewers both prior to and during grant review
 panel meetings, and receipt of manuscript and unsolicited grant application reviews.
- Transmitting peer review information to IES. PRIMO is used to rapidly develop and provide to IES data necessary for decisions regarding application review and subsequent funding.
- Applicant information and notification. After submitting an application, principal investigators and designated institutional representatives are asked to register in the Applicant Notification System (ANS), a module of PRIMO. The ANS allows applicants to track the progress of the review of their applications, and makes available to Principal Investigators, Authorized Representatives, and IES staff the peer reviewers' comments (summary statements), scores from peer review, and funding decision letters for the submitted applications. The primary purpose of the ANS is to expedite the notification of applicants by giving Principal Investigators and Authorized Representatives electronic access to their scores and summary statements. The ANS is an officially designated System of Records by the Department.

Access to this information will continue to be limited to IES staff, Contractor staff, and to the Principal Investigators and Authorized Representatives of the applications. Further, Principal Investigator and Authorized Representative access will continue to be limited strictly to their own applications, summary statements and scores. Appropriate credentials will be issued to each Principal Investigator and Authorized Representative to control access.

- Reports. A variety of customizable reports are available through PRIMO on demand to IES
 Standards and Review staff, IES program staff, and authorized Contractor staff. The customizable
 reports available through PRIMO and exportable to other programs (Excel, Word, Adobe) are
 critical to accomplishing the peer review work at IES. For example, on demand scoring reports
 available to IES program staff immediately after panel meetings are central in informing funding
 slate decisions.
- Documents. PRIMO houses a number of documents for the use of IES staff and grant peer reviewers, including instructional materials, user guides and grant competition RFAs.

1.4 Anticipated Period of Performance

The period of performance of this contract is one, 12-month Base Year, with four (4) 12-month Option Years to be exercised at the discretion of the government.

SECTION 2: CONTRACT TASKS

For Fiscal Years (FY) 2017 through 2022, IES requires integrated support for the full range of scientific peer review activities, including the review of applications submitted for the annual discretionary research grant competitions and the external scientific peer review of report manuscripts and unsolicited grant applications.

Contractor areas of responsibility will include, but will not be limited to, the execution of the following

TASK 1: Contract Kick-Off Meeting and Transition Activities

1.1 Contract kick-off meeting. The Contractor shall contact the Contracting Officer's Representative (COR) to set up a post-award conference with the COR, IES Standards and Review Office (SRO) designated staff, Contracting Officer (CO) and Contract Specialist (CS) within 24 hours after the start date of the contract. The meeting shall be held in-person at IES's facilities, and the Contractor shall bring the Project Manager, Lead IT Analyst and no more than three other proposed staff members. The kick-off meeting shall be held within 7 business days after contract award. The Contractor will provide to the COR the summary notes from the meeting within 7 business days after the meeting takes place.

During the kick-off meeting, the COR will also provide the Contractor with any requested sample documents (i.e., sample deliverable reports, online templates or forms, PRIMO screenshots, etc.), an updated deliverables schedule, updated general timeline for the review activities related to discretionary grant competitions, pre-meeting and post-meeting scores and critique deadlines, and information regarding the discretionary grant competitions to be held in the next fiscal year.

1.2 Transition-in activities. The Contractor shall provide an incoming transition plan for 30 business days from the existing contract to the new contract. A sample plan shall initially be submitted with the Offeror's proposal and updated after award. After award, but no later than 48 hours, the Contractor shall begin to coordinate with the COR to plan and implement a complete transition. A final transition-in plan will be due to the COR within 15 business days of contract award.

The transition-in plan will describe in detail how the Contractor shall transition in to the resultant contract to include being capable of providing full performance on the day after the end of the transition-in period. The Contractor shall consider including in the transition-in plan a schedule for meeting with the existing support contractor to discuss the transition and collect and necessary materials that are necessary for the transition. The COR will provide contact information for the existing contractor.

- 1.3 Transition-out activities. The Contractor shall provide an outgoing transition plan for 60 business days from the existing contract to the follow-on contract. The plan shall initially be submitted with the Offeror's proposal and updated after award. This transition may be to a government entity, another Contractor, or to the existing Contractor under a new contract. The Contractor shall assist the COR in planning and implementing a complete transition from this Contractor to the successful offeror. The plan shall include formal communication with government staff and successor management and staff. The plan shall also include delivery of copies of existing policies and procedures, and delivery of required metrics, statistics and requirements documents. A schedule for deliverables will be determined at a later date.
- 1.4 Contractor employee security screening requirements. The Department has established policy on personnel security screening for all contractor and subcontractor employees and their field staff. The relevant Departmental Directive is OM: 5-101. It was last updated in July 2010 and can be found at: http://www2.ed.gov/policy/gen/leg/foia/acsom5101.pdf The Contractor must comply with the personnel security-screening requirements in OM: 5-101 throughout the life of the contract.

All Contractor and Subcontractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more.

The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data the contractor employee will have access to, or the type of Departmental information technology (IT) system they will access. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause to the Department or the public. A position risk level will be assigned to each contractor employee position, before a solicitation is released, consistent with the descriptions in Appendix I of OM: 5-101. Hence, each Contractor employee working on this contract must be assigned a position risk level. Depending on the risk level assigned to each person's position, a follow-up background investigation by the Office of Personnel Management (OPM) may occur.

The Contractor must identify one of their employees as a security liaison for this process. This Contractor Security Liaison coordinates the distribution, collection, and dissemination of various forms required in this process. They answer general questions from their employees on completing the security screening process. And, they are the first point of contact for contractor employees in using the OPM's Internet based security screening portal called e-QIP (http://www.opm.gov/e-qip/). The contractor is also responsible for ensuring that all subcontractors follow these personnel security screening procedures. IES requires each contractor employee to have or apply for a clearance for the security level designated for the position held on a contract.

Contractor employees who have undergone appropriate personnel security screening for another Federal agency will be required to submit proof of that personnel security screening for validation.

The COR will provide more information to the Contractor at the time of the contract kick-off meeting.

1.5 Ongoing communications with Contractor and COR. The Contractor shall establish a weekly or biweekly 1-hour phone call with the COR, as determined during the kick-off meeting. The Contractor shall also plan for 1-2 in-person meetings per year, as needed.

TASK 2: Planning Activities for Discretionary Research Grant Competitions and Pre-Review Activities for Report and Unsolicited Research Grant Application Reviews

- 2.1 Specific working knowledge of Grants.gov. The Contractor must be familiar with the Standard Form (SF) 424 Research and Related (R&R) form family and with the Grants.gov application forms packages that accompany these forms. Before application receipt, the Contractor shall coordinate with the COR to ensure that the grant application structure/database in PRIMO is consistent with the information collected by the latest versions of the SF 424 R&R forms (OMB 4040-0001 and OMB 4040-0010) and troubleshoot any issues that might arise.
- 2.2 Specific working knowledge of IES's Request for Applications (RFAs). The IES RFAs are typically released in the spring and can be found on the IES webpage, under Funding Opportunities (http://ies.ed.gov/funding/). The Federal Register Notice inviting applications is also released in the spring and can be found here: https://www.federalregister.gov/. IES expects the Contractor to carefully review all RFAs and federal register notice(s) released in a given year.
- <u>2.3 Application receipt plan.</u> The Contractor shall prepare an application receipt work plan and finalize application-processing procedures (levels of administrative review; date for IES feedback on compliance

reports and feedback on other competition milestone events and deliverables owed by IES to the Contractor; size of review groups; deadline; and contact persons for the review).

<u>2.4 Contractor staffing.</u> The Contractor shall make appropriate staffing arrangements to provide for quality control of information processing, editing, and data management/reporting functions resulting in the production of deliverables. To the extent possible, the Contractor shall aim for continuity of expertise as applied to critical functions. IES also expects the Contractor staff to have experience with an online peer review management system and associated database and reporting functions, similar to PRIMO.

For panels reviewing applications submitted to the annual discretionary grant competitions, identify and select the Contractor's Scientific Review Officers (SROs) and Technical Assistants, or sometimes referred to as Grants Technical Assistants or Review Technical Assistants (hereafter referred to as Technical Assistants) and conduct orientation sessions for these individuals; and provide a listing of the SRO and Technical Assistant assignments to IES as soon as possible. Before, during and after the peer review meetings, the SROs work closely with the IES staff and provide appropriate guidance and instruction to reviewers regarding relevant IES review policies, guidelines, and criteria, critiques preparation and submission. They also monitor submission timeline and quality of draft critiques, providing appropriate feedback to reviewers. The SROs oversee the peer review panel meeting, including panel orientation, panel scoring and discussion, reviewer conflicts of interest (COIs), submission of revised critiques, and the panel debriefing. The SRO is a nonvoting member of the peer review panel who exerts a critical leadership role in the peer review process. The SRO has the overall responsibility to ensure that the panel proceedings are accurately recorded and that the integrity of the review process is maintained.

The Contractor shall need to recruit SROs, who will need to be highly skilled professionals who possess years of experience in peer review procedures as well as knowledge of education and behavioral research. These scientists typically hold a Ph.D. degree and possess an array of expertise and experience that represents a broad range of scientific, administrative, and technical support skills related not only to peer review but also to administration and grant and contract management of Federal programs.

The Technical Assistants provide administrative and logistical support to their assigned panels before, during and after the peer review meetings. They interface with other Contractor staff, IES staff, and reviewers on a regular basis to answer questions and provide assistance. The review of report manuscript and unsolicited grant application reviewers will not require an SRO or designated Technical Assistant.

- <u>2.5 Referrals to Grants.gov.</u> The Contractor must have working knowledge of the basic requirements of Grants.gov in order to make referrals of IES applicants to the Grants.gov Helpdesk at the time of grant application receipt, given that IES applications will be submitted via this web portal. Examples of inquiries from IES grantees could include, how applicants can find IES funding opportunities, what are the IES application deadline dates and times, and the use of mandatory PDF attachments to submit specific parts of the IES application.
- 2.6 Update and use a Panel Member Agreement (PMA) form. The PMA will incorporate by reference three attachments: a Work Order, a COI Policy Statement, and a Reviewer Honorarium and Travel Policy Document. A reviewer's signature on the last page of the PMA will acknowledge that a reviewer has read, understood, and agreed to the terms and conditions outlined in the Work Order, the COI Policy Statements, and the Reviewer Honorarium and Travel Policy document. Using the PMA will minimize the number of forms a reviewer must sign before receiving application or report manuscript assignments. Report manuscript and unsolicited grant application reviewers will receive a modified version of a PMA, including a Work Order, a Confidentiality Agreement (for report manuscript reviewers) or a Confidentiality and COI statement (for unsolicited grant application reviewers), and a Reviewer

Honorarium document (but excluding Travel Policy Information that is irrelevant to the report manuscript and unsolicited grant application review panel). For grant peer review and report manuscript and unsolicited grant review, ensure that these documents are available to reviewers via PRIMO, and that reviewers can upload their completed documents into PRIMO.

- 2.7 Reviewer materials. Improve and enhance the ease of access to necessary reviewer materials, reviewer training and reviewer recruitment. This task includes ensuring that reviewer materials are easily available in PRIMO. This task can also include assisting with reviewer training webinars, assisting with the creation of reviewer training videos and instructional PRIMO how-to videos.
- <u>2.8 Demographic information.</u> The Contractor shall confidentially and securely collect reviewer-provided demographic information via PRIMO. A demographic report must be produced and shall include panel members' sex, ethnicity, and race. The report will only be accessible to IES staff responsible for peer review activities.
- <u>2.9 PRIMO's reviewer database.</u> The Contractor shall maintain and, as needed enhance, a reviewer database and modules within PRIMO that be used by IES staff as reviewers are recruited and review panels assembled.
- 2.10 PRIMO document repository. Implement and update, as needed, an expanded Document Repository in PRIMO to provide concise information to users through User Guides about a specific aspect of the PRIMO system. The Contractor shall discuss sequencing the release of each of the documents with the COR. The intent of the User Guides is to give users "how to" descriptions users can follow to accomplish a specific task in PRIMO. Contents to be included in the PRIMO Document Repository include but are not limited to:

For IES Users: Request for Applications; How to use the Application Processing Module (including How to Use the Responsiveness Review component, How to Make Changes/Edits to the Personnel List, and How to Use the Action Required/Action Taken feature); How to use the Panel Management Module (including How to View, Confirm, and Declare COIs in the COI Module, How to Assign Reviewers to a Panel, How to Assign Applications to a Panel, and How to Assign Reviewers to Applications).

For Reviewers: How to Generate Scoring Reports; How to Submit Information about/Declare a Potential COI; How to Submit Critiques; How to Update Your Personnel Information; How to Complete your Paperwork; Forms (W9 and W8 forms); Meeting Factsheets; Reviewer Materials, including RFAs and other training and informational materials provided by IES.

 $\underline{2.11}$ Deliverables related to pre-receipt of applications. Prepare deliverables related to pre-receipt of applications and reports or other planning activities.

NOTE: Most reports are available via PRIMO. For all scoring reports made available through PRIMO, the Contractor shall validate those reports and notify IES that validation has taken place and reports are ready for use by IES staff. In addition, if possible, the Excel reports downloaded from PRIMO must be properly formatted.

NOTE: For reports in PDF and Excel formats delivered to IES via email, the Contractor shall clearly indicate the date and time the report was prepared. The Contractor shall also format these reports appropriately for printing (for example, using the correct orientation, proper column headers, and page width).

These deliverables include, but are not limited to:

Report on Deliverables. Prepare a list of "sample reports" to be delivered throughout the current year at the discretion of the Contractor, but within a time period that is beneficial to IES. The "sample reports" list prepared and delivered at this time will be informed by practical issues and needs of reports and activities surrounding peer review in the current year. This document will be descriptive and will include a sample of each scheduled deliverable and indicate the content, format, delivery method, and timeline for each. The "sample reports" document shall also serve to highlight any deliverables that are questionable or redundant and shall include Contractor recommendations for improvements and efficiencies.

Ad hoc reports. Ad hoc reports as required, including, but not limited to information necessary to address the Office of Management and Budget's calls for peer review meeting data, and data calls from the Department's Office of the Chief Information Officer (OCIO).

<u>PRIMO forms and templates.</u> Work with the COR to finalize PRIMO forms and templates for use by Contractor staff, IES staff or reviewers, including the application compliance-screening checklist forms for each annual grant competition. Prior to posting in PRIMO, the Contractor will submit to the COR for approval.

Prepare **reviewer critique and summary statement templates** for each annual competition and submit the templates to the COR for approval. IES expects the Contractor to do the necessary quality control for the summary statement templates. This will require the Contractor to check the templates against the review criteria and other related narrative outlined in the respective RFAs to ensure that the critique templates are accurate and consistent with information already provided in the respective RFAs.

Work with IES to prepare and maintain templates for reviewer critique forms and cover letters for each of the several types of IES report manuscripts and unsolicited grant applications. Cover letters and critique forms for use in PRIMO include both the criteria that the reviewer is requested to address in evaluating the quality of the report or unsolicited application.

<u>PRIMO reviewer feedback form.</u> Prepare an online administered reviewer feedback form to solicit comments from reviewers about the review process and submit the form to the COR for revisions and approval. Following each peer review session, the Contractor shall provide the reviewer feedback to the COR in PDF and Word format.

TASK 3: Receipt of Applications for Annual Research Grant Competitions, Report Manuscripts, and Unsolicited Research Grant Applications

- 3.1 Report manuscripts and unsolicited grant applications. Receive report manuscripts and unsolicited grant applications for external (non-IES) scientific peer review from IES on an ongoing basis via PRIMO. Upon uploading a report manuscript or unsolicited grant application for review in PRIMO, the identified IES/SRO contact person will receive electronic confirmation.
- 3.2 Receipt of discretionary research grant applications. Receive IES research grant applications from the Department's G5 system. As a requisite for receiving grant application files from G5, the Contractor shall: Maintain an interface to parse the files and import their contents into the SQL database backend of PRIMO; establish a procedure in the interface for handling validation errors where data contained in the Grants.gov file conflict with existing Contractor system validations; and process the transfer of grant file attachments to the PRIMO website, maintaining linkages to grant data.
- 3.3 Verify application data (files). Establish a process to verify the integrity of the application data (files) transferred from G5 and prepare a report for IES on the applications received in a **Verification Report**

(Log). The Contractor shall prepare and submit Logs to the COR on a daily basis as soon as G5 begins to push applications to the Contractor. A final report will be due to the COR within ten (10) business days following the application deadline. The purpose of this report is to verify that the Contractor has received every application file that was transmitted by the Department's G5 and that every application file is intact. The Verification Report (Log) of applications received from the Department's G5 will indicate, for each application file received by the Contractor, whether or not the transfer was successful and whether or not the application data was intact (i.e., the application data received is the application data that was sent).

- 3.4 Grants.gov reports. Receive from the COR reports of all applications received from Grants.gov. For each annual competition, the COR will generate these reports from Grants.gov. The COR will provide these reports for each competition sorted by a Department-assigned application number in sequential order. These reports are critical to the Contractor's quality control initiatives and will help the Contractor to assure that all applications have been received and have been taken into account.
- 3.5 IES access to applications received. Provide IES staff access to applications as soon as feasible following the application transmittal deadline. The Contractor shall provide IES with quality-reviewed application submission data (application files in PRIMO) within ten (10) business days of the application receipt deadline.
- 3.6 Discretionary research grant application compliance and responsiveness screening. Perform tasks related to application compliance and responsiveness screening as soon as possible following application receipt. IES employs a 2-phase screening process for all applications submitted for peer review. Compliance screening involves determining whether each application meets basic requirements such as acceptable page length and presence of all required elements such as forms and appendices. Responsiveness screening involves determining whether the application meets minimal substantive requirements described in the RFA for the competition, topic, and goal to which the application was submitted (such as requirements related to age group, and including required elements within the research design). The Contractor shall be responsible for collecting and maintaining compliance and responsiveness information in PRIMO, and for the **following specific activities**:

Perform initial compliance screening and display results in an online **Compliance Report** for each application file transferred to PRIMO from the Department's G5 and for any other application accepted by IES and provided to the Contractor. *In order to conduct the screening correctly, the Contractor must have an in depth knowledge of the compliance requirements of the IES RFAs.* An example of this latter application category is a paper application accepted by IES because the applicant requested and received an exemption to the electronic submission requirement. A Compliance Report is needed for each Catalog of Federal Domestic Assistance number (CFDA) in a given fiscal year.

Create a **Compliance Screening Form in PRIMO** for each competition for the initial Contractor screeners. The <u>Compliance Form has multiple purposes</u>: (1) to document the compliance status of each application received; (2) to indicate the status of each application using the compliance decision categories below; and (3) to classify each application under the correct competition, topic, and goal. Any additional compliance notes the initial screener has are also documented on the Compliance Form.

Initial Compliance Decision Categories—

- Compliant
- Compliant with Issues
- Duplicate
- Late
- New Number Requested designation by the Contractor or IES, via PRIMO

- Non-Compliant
- Withdrawn applicant has withdrawn the application

Using PRIMO's Compliance Form approved by the COR, Contractor staff will screen each application, and will use quality control processes to ensure accuracy of screening. In the Compliance Form, the Contractor shall highlight any compliance issues needing a decision, especially any applications where the topic and/or goal are unclear or missing; or where a new application number under a different competition is needed; or where, because of some obstacle, an application has not been screened. And, as soon as possible, IES will respond to the Contractor by recording a decision/providing guidance in the Discussion section of PRIMO's compliance or approval reporting system.

In any case where the applicant has not indicated the topic and/or goal, or the topic and/or goal are not clear, the Contractor shall indicate this during compliance screening. The Contractor shall contact the applicant to obtain the missing topic and/or goal information or verify unclear topic and/or goal information; upon receiving a response from the applicant, the Contractor shall make necessary updates to the application in PRIMO. The Contractor shall not contact any applicant whose application has been marked as "late" to verify the topic and/or goal.

NOTE: If the applicant has not clearly indicated the application's topic and goal information in Item 4b of the SF 424 Application for Federal Assistance, then the screeners ought to look in the application's abstract and project narrative. The IES RFAs ask applicants to indicate topic and goal information both in the abstract as well as the code for the topic and/or goal that the application addresses in Item 4b (Agency Routing Number) of the Application for Federal Assistance.

In consultation with the COR, create a **Responsiveness Screening Form in PRIMO** to be used for each application file transferred to PRIMO from ED's G5 and for any other application accepted by IES and provided to the Contractor Responsiveness screening forms are completed by IES staff to document in PRIMO whether an application is deemed to be responsive or non-responsive to the requirements of the RFA, topic, and goal under which it was submitted. Forms will include a text field where any decision that could result in an application NOT going forward for peer review will be documented.

Initial Responsiveness Decision Categories—

- Responsive
- Non Responsive to RFA
- Not Applicable (for example, because it has been withdrawn by the applicant prior to responsiveness review)

In consultation with IES, create a **final Approval Form in PRIMO**. The COR will verify for each application whether an application is compliant, responsive, late, duplicative, or needs to be withdrawn or renumbered and will assign a final approval status, determining whether the application will go forward for peer review.

Final Approval Decision Categories—

- Forwarded for Peer Review designation by IES
- Non Compliant will not review, designation by IES
- Non Responsive to the RFA will not review, designation by IES
- Non Responsive and Non Compliant will not review, designation by IES
- Withdrawn will not review, applicant notifies IES and so designates
- Duplicate duplicates another application and will not be reviewed, designation by the Department/IES or by the Contractor

• Late – will not review, designation by the Department/IES

NOTE: The **Compliance and Responsiveness Screening Forms and the final Approval Form** should be created, approved by the COR and posted to PRIMO prior to receipt of applications so screening can begin as soon as possible after the transmittal of applications from the Department's G5 system to the Contractor.

3.7 PRIMO Personnel List. Screen applications and prepare a **Personnel List (in PRIMO)** for applications. This report will list all personnel cited in each application to be reviewed. The schedule for delivery of this report will be worked out in consultation with the COR. However, IES expects the report can be delivered to the COR within four (4) weeks of receipt of applications, or sooner for smaller competitions, by the Contractor from the Department's G5 system. The <u>purposes of this screening/reporting task are to</u> allow IES staff and reviewers to identify and address, consistent with COI policies established by IES, potential COIs as early as possible so that the applications in question can be assigned or reassigned to appropriate reviewers and grant review panels.

The **Personnel List** (available in PRIMO and exportable to Excel) will provide the following information/data columns for each CFDA/competition): (1) Application Number; (2) Application Topic; (3) Application Goal; (4) Project Director/Principal Investigator; (5) Project Director's Organization; (6) Project Title; (7) PIs, Co-PIs, and Staff (Key Personnel); (8) Consultants and Advisory Board Members; (9) Panel Name (after application is assigned to a panel). Column 7 shall include a list of all personnel cited in the application as key staff members and their institutions. This includes subcontractors, but not consultants or advisory board members, who are either paid as individuals (payments are not made to their institutions), or who are not paid. NOTE: Each relevant institution (i.e., the applicant organization and any organizations that have subcontracts identified in the application) shall be listed first (and bolded), followed by all relevant personnel from that institution. In cases where there are multiple individuals who all are from the same institution, the institution name shall be entered only once. In addition, the Contractor shall make every effort to include in Column 7 the campus or campuses involved in cases of large, multi-campus institutions, and to use the commonly recognized names of institutions. For example, "Regents of the University of California" might become "University of California, Los Angeles" or "University of California, Riverside, etc. **Column 8** shall include a list of consultants, advisory board members, or other people cited in the application who are paid as individuals (payments are not made to their institutions), or who are not paid from the grant. This column shall **NOT** include institutions with which these personnel are associated, only the names of the personnel. The **Personnel List** is critical to the proper assignment of applications to reviewers. Based on information in the Personnel List, reviewers and IES staff will identify and document potential COIs. The Contractor shall make every effort to check that institutions' and individuals' names are properly specified and accurately spelled.

- 3.8 Applications needing new Department-assigned numbers. The Contractor shall alert the COR of any application that requires competition reassignment (i.e., a new number). The COR will follow the Department's competition reassignment procedures and supply the Contractor with a newly assigned number. The Contractor reassigns the application and sends an email notification to applicants whose applications were assigned new numbers. For these applications, the IES Helpdesk will notify the applicant, and authorized representative(s), within 48 hours of the new number assignment. IES will provide the standard language to be used in the email notifications.
- 3.9 Storage of application information in PRIMO. The Contractor shall store application information in PRIMO in an organized manner and in accordance with the Department's information security policies and records management policies.

3.10 Deliverables related to receipt. Prepare deliverables related to receipt of applications, report manuscripts and unsolicited grant applications:

Report of Applications Received—screen applications and generate as soon as feasible after the
application deadline, a preliminary report—Report of Applications Received—for applications
received under each CFDA number in a given fiscal year. The <u>purpose of this report</u> is to
document the topic and the goal for every application received.

The Report of Applications Received (generated in PRIMO and downloadable in Excel) will have columns for the following data: application number, application topic, application goal, project director/principal investigator, applicant organization, project title, status of the application, and panel name, if application is forwarded for review (this column will only be relevant in the Report of Applications Received – Final). IES expects that where will be at least two versions of this report: **Report of Applications Received – Preliminary** and **Report of Applications Received – Final**. However, a Report of Applications Received – Penultimate might also be needed.

The schedule for delivery of the two or three sequential versions of this report will be worked out in consultation with the COR. The **Report of Applications Received – Preliminary** will be due to IES as soon as feasible following the application transmittal deadline. IES expects that this will be no later than two (2) weeks following the transmittal of applications from the Department's G5 to the Contractor.

The **Report of Applications Received – Penultimate**, if needed, will be due to IES as soon as feasible following the clarification or verification of topic and goal information received from applicants pursuant to follow-up.

And, the schedule for delivery of the **Report of Applications Received – Final** will be worked out in consultation with the COR. The delivery of the **Report of Applications Received – Final** shall occur when all compliance reviews, both the Contractor screening comments and the IES compliance and responsiveness comments, are completed and the status of all applications is finalized in PRIMO. All versions of this report will be available and clearly labeled from the Reports module in PRIMO.

IES will use the SF 424 R&R Application for Federal Assistance form Item 4b to collect application topic and goal information based on codes IES provides in the annual RFAs. In addition, the Contractor shall make obvious corrections to titles or information pulled from the SF 424 form before delivering the **Report of Applications Received – Final.** Because IES expects there will be some applicants who will have failed to enter topic and/or goal codes, or will have entered incorrect topic and/or goal codes, the **Report of Applications Received** will be considered preliminary until all cases in doubt are verified by the Contractor, in consultation with IFS

Report of Resubmitted Applications—screen applications and generate, for applications received under each CFDA number in a given fiscal year, a Report of Resubmitted Applications. This report will be due as soon as feasible, about two (2) weeks, following the application transmittal deadline. The <u>purpose of this report</u> is to track resubmissions and to identify those applications submitted to the annual discretionary grant competitions that were submitted to prior competitions and forwarded to peer review so that copies of prior year reviewers' comments can be made available to reviewers assigned to the current competitions.

The **Report of Resubmitted Applications** (using Excel format) will have columns for the following data: application number, application topic, application goal, project director/principal investigator, applicant organization, project title, and the application number of the corresponding application submitted under the previous competition, what number resubmission the application is (i.e., first submission, second submission, third resubmission, etc.), and panel name (for **Final Report of Resubmitted Applications**).

IES expects that there will be two (2) versions of this report: a **Preliminary Report of Resubmitted Applications** and a **Final Report of Resubmitted Applications**. The final version of this report will reflect the results of compliance and responsiveness screening that may indicate, for example, applications that are "resubmissions" identified by IES or by the Contractor, but not reported as such by the applicants. All versions of this report will be available and clearly labeled from the Reports module in PRIMO.

• **ED 424 Report** – create a report that lists all grant applications received under each CFDA number in a given fiscal year. This report will be due within one (1) calendar month following the application deadline for each CFDA number. This report will be delivered in two versions – one version that lists applications received by application number and one version that lists applications received by state.

The **ED 424 Report** (using Excel format) will have columns for the following data: application number; applicant organization; applicant mailing address; project director/principal investigator name, mailing address, phone, fax, and email address; authorized representative name and mailing address, phone, and email address; and title of project. The report will also include columns for topic, goal, estimated funding, federal and non-federal funding, and program income. All versions of this report will be available and clearly labeled from the Reports module in PRIMO.

TASK 4: Post-Receipt, Pre-Meeting, and Panel Assignments for Annual Discretionary Research Grant Competitions

4.1 ANS emails. Invite applicants and Authorized Representatives (ARs) to PRIMO's **Applicant Notification System (ANS)** by an email notification to activate accounts at any time in the process, but likely shortly after receipt of applications (and at the discretion of the COR), after applications are imported into PRIMO from G5 and screened for compliance and responsiveness. The invitation email will contain an embedded link for applicants to follow in order to activate an account associated with their application(s).

Applicants and ARs will receive an email notification when there is new activity in ANS related to their application; this includes notifications that applications will not be considered because they are determined to be duplicative or non-responsive or non-compliant or withdrawn. For these applications, the Contractor shall notify the applicant within 48 hours of the IES determination in PRIMO.

4.2 Onsite meeting logistics. Prepare a review meeting management and logistics plan, including confirming meeting dates and locations with IES and securing meeting site(s). The Contractor shall identify hotel sites with available sleeping rooms at the government rate, and contract with the hotel to guarantee the rooms. No meeting room cost is assumed for the meetings held at an IES or Contractor meeting facility. IES expects the Contractor to identify meeting sites in close proximity to Metro, within the District of Columbia if possible, unless the Contractor, in consultation with the COR, determines that cost is prohibitive or that sites are not available.

4.3 Assignment of reviewers and applications to panel. For each panel to be convened, IES provides the Contractor with the following by entering the information via PRIMO:

For annual discretionary research grant competitions, a **List of Applications Assigned to Panel**, and a **List of Reviewer Assignments to Panel**. Both sets of assignments—applications to panels and reviewers to panels—should occur within the same general time frame, and depending on the numbers of applications and review panels, about eight to nine (8-9) weeks prior to fall review panel meetings, and thirteen to fourteen (13-14) weeks prior to the winter/spring panel meetings. And, while most reviewers are assigned to panels as soon as IES determines the composition of the panel, additional reviewers are sometimes added later to complete the makeup of the panel and to replace any reviewers who are unable to serve.

NOTE: Before subtask 4.3 can occur, the Contractor must ensure that the required review panels for a given review session are activated in PRIMO.

After the assignment of both applications and report manuscripts and reviewers to panels is completed and the appropriate reviewer paperwork has been signed and submitted by reviewers, the Contractor shall give reviewers access to assigned applications or report manuscript. Additional COIs might be identified and reported at this time.

For report manuscript and unsolicited grant applications, an IES/SRO staff person will provide the Contractor all review materials as soon as possible after received by IES; IES will assign the reviewers in PRIMO as soon as possible after identification of appropriate reviewers.

NOTE: For applications submitted to the annual discretionary research grant competitions, reporting and resolving COI situations are accomplished through the COI module of PRIMO. IES staff will make final application and reviewer assignments to panels taking into consideration COIs that have been identified, reported, and resolved through this module. When IES staff move an application from one panel to another panel to avoid a COI, they will notify the Contractor regarding the applications and the panels in question.

Each application or report manuscript must have a minimum of two (2) written evaluations (critiques), while some applications require a minimum of three (3) written evaluations (critiques). Some applications on specific panels could have up to five (5) written evaluations. The process of assigning applications to specific reviewers will rely on accurate and complete COI information reported by reviewers and IES's verification/determination of COIs based on the information contained in the **Personnel List**.

NOTE: For the peer review of annual discretionary research grant applications, the Contractor shall not be required to give most reviewers paper copies or CDs with copies of the applications for which they are the assigned reviewers. However, the Contractor ought to set aside funds to make available paper copies or CDs of applications for a small subset of reviewers (perhaps about 5 percent or less of all reviewers) who, IES expects, will insist on paper copies.

4.4 COI and related reviewer paperwork. For all annual discretionary research grant competitions, provide panel members/reviewers the opportunity to review in PRIMO the **Personnel List** and the abstracts of the applications assigned to their panel so that they can identify and declare potential conflicts of interest. COI information reported by reviewers, as well as any COI information discovered independently by IES or Contractor staff, will be documented in the COI component of PRIMO.

The Contractor shall monitor and review the functioning of the COI module in PRIMO, and consider ways to improve and enhance the module.

For both reviewers participating in the review of applications submitted to annual discretionary research grant competitions and reviewers conducting report manuscript or unsolicited grant applications reviews, use the Panel Member Agreement (PMA) or Participant Agreement forms to streamline the amount of paperwork completed by reviewers. Signed and submitted forms will serve to inform IES that reviewers acknowledge they have read and will abide by the terms and conditions outlined in the Work Order/PMA, COI and/or Confidentiality Policy Statements, and the Reviewer Honorarium documents incorporated into their agreements. It is IES policy that the forms must be signed and submitted by a reviewer before a reviewer is able to access any review materials in PRIMO.

Give reviewers access to PRIMO information and to their assigned application(s) or report manuscript(s). Access to applications—including unsolicited grant applications—will be granted only after the identification and resolution of known COIs; access to report manuscripts will be granted only after the confidentiality agreement has been accepted by reviewers.

For annual discretionary research grant competitions, maintain a copy of the COI Policy Statement Form signed and submitted by each reviewer prior to receipt of assignments.

Work in conjunction with IES staff to ensure that no reviewer participating in the review of applications submitted to annual discretionary research grant competitions has access to an application with which that reviewer has a COI. For report manuscript and unsolicited grant applications reviews, the Contractor shall ensure that each reviewer has access only to the report manuscript or application to which the reviewer has been assigned.

- 4.5 Securing Panel Members and Initial Reviewer Communications. IES staff will conduct an initial screening to identify potential reviewers with appropriate expertise for each necessary scientific peer review panel, and will convey findings to the Contractor. The Contractor will then secure reviewers, and will begin all necessary communications. For each of these panels, IES will provide the Contractor with a Panel Membership List directly in PRIMO, indicating the names, affiliations, and the necessary contact information for the reviewers approved to serve on panels and the names and contact information of the individuals who have been approved to serve as panel chairs.
- 4.6 Ongoing panel reviewer communication. Confirm reviewer availability and participation; verify reviewer personal information and process reviewer paperwork (i.e., PMA and tax forms), share informational materials; alert reviewers (via email or PRIMO) to begin their preliminary reviews; and communicate with reviewers logistical arrangements for the peer review meetings or report manuscript or unsolicited grant application reviews, important changes to the presentation or operation of PRIMO, and critical deadlines for receiving preliminary scores and reviewer critiques or report manuscript or unsolicited grant application reviews. The Contractor shall apprise IES of the progress made in confirming reviewers and highlight any issues of concern.
- 4.7 Panel reviewer training. After reviewers have been assigned their applications, work with IES to arrange 3-5 webinars for panel members. Webinars will be created and conducted by IES staff. The Contractor shall provide the necessary telephone and online support for the webinars, and will be responsible for informing panel members of webinar times and dates and obtaining commitments from them to participate. At least half of the webinars will be tailored to first-time panel members; other will be briefer and tailored to experienced and/or ad-hoc panel members.
- <u>4.8 Travel logistics</u>. Arrange travel logistics and travel reimbursements for panel participants in accordance with all Federal government rules and regulations governing events, conferences, meetings, and peer reviews.

- 4.9 Finalize the review panel management plan for on-site review meeting support. This should occur approximately six (6) weeks following receipt of applications. The plan shall include the configuration of panels to be used, specific support for the individual panels (SROs, Technical Assistants, etc.), and the draft agenda for the review meeting indicating critical details, dates, location, and duration.
- 4.10 Report of the Status of All Applications Received. Validate a Report of the Status of All Applications Received that indicates an approval decision (for example, Forwarded for Peer Review, Non-Responsive, Non-Compliant, Late, etc.) for every application received and transmitted to the Contractor. The report shall be prepared for applications listed by CFDA number in sequential order by application number. While the status of every application will be available online in PRIMO, the status report must also be exportable from PRIMO in Excel format following completion and resolution of compliance and responsiveness screening and no later than one (1) week prior to the first panel meeting session. The purpose of this report is to document that all applications are accounted for; that all applications deemed to be compliant with and responsive to the RFA requirements have been assigned to the appropriate panel for review; and that late, withdrawn, and duplicate applications are indicated as such. As a quality control to ensure that all applications are accounted for, the Report of the Status of All Applications Received shall be compared to the Verification Report (Log) of applications received. The total number of application files that have a status indicated must equal the total number of application files received as recorded in the Verification Report (Log). The Report of the Status of All Applications Received (using Excel format) will have columns for the following data: row number, application number, topic, goal, principal investigator (PI), applicant organization, application title, resubmission status (yes or no), resubmitted number(s) (number of previous submissions for resubmitted applications), compliance decision, responsiveness decision, approval decision, panel assignment, and whether or not the application was triaged (i.e., did not go forward for panel discussion). The Contractor shall refer to the compliance, responsiveness, and approval decision categories as described on pages 8 and 9 of this performance work statement.
- 4.11 Quarterly reporting of report manuscripts and unsolicited grant applications (beginning October 1). The Contractor shall create **Reports of All Report Manuscripts Reviewed and All Unsolicited Applications Reviewed**. For report manuscript and unsolicited grant application reviews, generate a quarterly **Reports of All Report Manuscripts and Unsolicited Applications Reviewed** that lists reviewer's name, email address, report or unsolicited grant number, report manuscript title, date received by IES (to be provided by IES), date review materials were made available to reviewers, review due date, and date that completed reviews were submitted by reviewers in PRIMO. The <u>purpose of this report</u> is to document that all report manuscripts and unsolicited grant applications are accounted for, and to facilitate IES's ability to maintain current and historical information regarding the IES review process for report manuscripts and unsolicited grant applications.
- 4.12 Preliminary Scores and Critiques Due. For annual discretionary research grant competitions, the Contractor shall communicate with review panel members that preliminary scores and critiques will be due in accordance with the schedule provided at the kick-off meeting. The Contractor shall work with the COR to work out the details for appropriate communication with reviewers about the deadlines established for receipt of preliminary scores. For report manuscript and unsolicited grant reviews, the Contractor shall communicate with reviewers that their review comments will be due within a time frame set by IES.

The Contractor shall continue to follow-up with reviewers whose critiques are not submitted by the due date and time. For discretionary research grant competitions, the Contractor shall generate reports by panel of late reviews and the status of follow-up beginning within 24 hours of the critique deadline, and provide status updates as needed until all critiques have been submitted.

NOTE: For reviews conducted on an expedited scheduled, IES will work with the Contractor to establish appropriate timeframes for review. For report manuscript and unsolicited grant applications reviews, the Contractor shall ensure that the peer review system is available for a particular report manuscript or application as soon as a reviewer's assignment is finalized so that the reviewer can post a critique as soon as it has been completed. In consultation with IES, the Contractor shall set a review due date for each review, usually 10 working days after review materials are made available to the reviewer, and communicate this due date to the reviewer. Following receipt of a report manuscript or unsolicited grant application review, the Contractor shall notify IES that the review has been received and shall ensure that the review is available for IES to view and download. The Contractor shall assist reviewers who indicate having difficulty entering their critique/scoring information into PRIMO and provide the resources of the Help Desk, as needed.

4.13 All initial scores available in PRIMO for annual discretionary research grant competitions. The Contractor shall make available in PRIMO the raw score reports listed below in accordance with the schedule provided at the kick-off meeting. IES needs these raw score reports for triage purposes.

All Initial Scores Report by Panel. Validate in PRIMO the All Initial Scores Report by Panel and notify the COR when this report is ready to be accessed. This report must be available in PRIMO no later than 24 hours following the receipt of preliminary scores from reviewers. The purpose of this report is to show all initial raw scores (the criterion scores and the overall scores) by panel for reviewers assigned to applications. The All Initial Scores Report by Panel (using Excel format) will show—for each separate reviewer critique of each application assigned to a given panel—columns for the following data: application number, project director/principal investigator, applicant organization, application title, application topic, application goal, panel name, reviewer's name, preliminary (initial) criterion scores assigned by the reviewer, and preliminary (initial) overall scores assigned by the reviewer.

Scores for Triage Report by Panel. Validate in PRIMO the Scores for Triage Report by Panel and notify the COR when this report is ready to be accessed. This report is used by IES Staff to conduct a triage process in which they identify the most competitive research applications under review for each peer review panel; only the most competitive applications are forwarded for full discussion at the peer review panel meeting. The report must display the applications ranked in order by average overall score. This report must be available in PRIMO no later than 24 hours following the receipt of preliminary scores from reviewers. The purpose of this report is to expedite the process that IES staff uses to make triage decisions by automatically populating (in real time) reviewer scores in an Excel file with predetermined columns that include information on score discrepancies. Scoring discrepancy information will highlight the need for additional reviews. The Scores for Triage by Panel Report (using Excel format) will have columns for the following data: row number (i.e., application rank), application number, application title, application topic, application goal, average overall score, reviewer A overall score. reviewer B overall score, reviewer C overall score, average discrepancy (i.e. average difference between reviewers' scores), resubmitted status (a flag identifying all applications that are resubmissions), and potential 3rd review (a flag, based on decision rules established by IES, of applications for which reviewers have highly discrepant overall scores). Additional columns for this report are to be determined by IES.

4.14 Triage decisions for annual discretionary research grant competitions. IES will enter triage decisions for each panel in PRIMO. At the same time, IES will determine whether additional application reviews are needed because of discrepant scores reported in the **Scores for Triage Report by Panel**, the Contractor shall: arrange for additional reviews based on IES requests, alert panel members that triage has been completed, and provide panel members with the list of applications to be discussed at the panel meeting in PRIMO.

NOTE: the Contractor shall make available to the reviewers <u>all</u> of the applications assigned to the panel, even those applications that have been triaged (i.e., eliminated for discussion by the panel).

4.15 Order of Review for annual discretionary research grant competitions. Immediately after completing triage, IES will develop order of applications and order of reviewers for each panel and enter them into PRIMO. IES will notify the Contractor when each order of review has been completed by finalizing the order of review in PRIMO. The Contractor shall inform panel members when the order of review is available for them in preparation for the panel meeting.

4.16 Application average initial score reports available in PRIMO for annual discretionary research grant competitions. The Contractor shall make available in PRIMO the average score reports listed below in accordance with the schedule provided at the kick-off meeting:

Average Initial Score Report by Panel (Pre-Meeting, Initial Scores). Validate in PRIMO the Average Initial Score Report by Panel and notify the COR when this report is ready to be accessed. This report shows the <u>ranking</u> of all applications assigned to the panel. The purpose of this report is to provide a rank ordering of applications assigned to a panel from the highest rank to the lowest rank. This report <u>finalizes the results of triage</u> by accounting for the results of any additional reviews. The Average Initial Score Report by Panel—displaying the average overall score for each application assigned to the panel, ranked from highest to lowest—will have columns for the following data: rank number, application number, application topic, application goal, application title, project director/principal investigator, application organization, average score for each review criterion, and average overall score.

NOTE: As specified above, IES and the Contractor shall indicate to reviewers when preliminary scores will be due so that the Contractor can generate these reports in a timely manner. **NOTE**: **Any application on the panel having a score that is tied with another application's score on the panel will be represented with the same rank.** Rank will follow numerical order (i.e., no number will be skipped).

Average Initial Score Report by Topic (Pre-Meeting, Initial Scores). Validate in PRIMO the Average Initial Score Report by Topic and notify the COR when this report is ready to be accessed. This report shows the <u>ranking</u> of all applications under a given topic. The <u>purpose of this report</u> is to provide a rank ordering of applications under a given topic from the highest rank to the lowest rank. The Average Initial Score Report by Topic—displaying the average overall score for each application under a topic, ranked from highest to lowest—will have columns for the following data: rank number, application number, application goal, application title, project director/principal investigator, applicant organization, panel name, average score for each review criterion, and average overall score. NOTE: All applications for any topic having the same average overall score will be represented with the <u>same rank</u>. Rank will follow numerical order (i.e., no number will be skipped).

Order of Review Report for annual discretionary research grant competitions. IES will communicate to the Contractor (via PRIMO) the Order of Review for each panel's discussions. For each application to be discussed, IES will: arrange applications in PRIMO in the desired review order; determine which of the assigned reviewers will be designated as Reviewer 1, Reviewer 2, Reviewer 3 (when applicable), and potentially Reviewers 4 and 5; and assign a Synthesizer/Note Taker. The Contractor shall: prepare, in PRIMO, an Order of Review Report as a PDF file for each panel. (This report is usually updated and a final version provided immediately before the panel meeting to take into consideration any additional reviews needed because of discrepant scores and the resulting addition or elimination of an application(s) from the Order of Review.) The Order of Review Report will show the panel meeting dates and names of the Panel Chair and SRO. The report will have columns for the following data: order number, application number, application competition, application topic, application

goal, project director/principal investigator, applicant organization, application title, assigned reviewer names, assigned Synthesizer name, and COI(s). The <u>purpose of this report</u> is to help organize the work of the panel by indicating the order in which applications will be discussed.

4.17 Additional post-receipt/pre-meeting subtasks for annual discretionary grant competitions. The Contractor shall:

- Complete all travel logistics and email follow-up to reviewers. At a minimum, the Contractor shall prepare and distribute to reviewers, by email or through PRIMO, a Pre-Meeting Logistics Factsheet, a Traveler Profile Form or information for reviewers that includes, for example, travel itinerary and hotel information or anything else that is pre-arranged. The Contractor shall also prepare the online Expense Reimbursement Form in PRIMO.
- Make arrangements for the appropriate technology to be made available to reviewers at the panel
 meeting site (e.g., individual reviewer laptops connected to the internet, microphones, etc.).
 Reviewers must have access to the PRIMO website while onsite in order to refer to specific
 review-related materials including:
 - Assigned applications and any other applications assigned to their panel with which they
 themselves to not have a COI, including other reviewers' critiques, including the
 appropriate triaged cut critiques.
 - o RFAs. Some panels will need to review two, possibly three, RFAs.
 - o Final Panel Roster
 - Personnel List
 - Abstracts of the applications to be discussed by the panel. The format of the application abstract will be modified to display the following: application number, applicant institution, applicant Principal Investigator, application topic, application goal, and resubmission status.
 - Reviewer materials, including the Peer Reviewer Handbook and other needed materials as determined by IES.
 - o Critiques for any resubmitted applications to be discussed by the panel.
 - o Other information identified or provided by IES as critical to the operation of the panel.
- Conduct final orientation of SROs and Technical Assistants and, if needed, IES staff.
- Communicate with reviewers through the SROs to ensure that application critiques are completed
 and submitted by stated deadlines.
- Prepare lodging/travel itinerary reports, master meeting reports, summary counts, and any other post-receipt/pre-meeting ad hoc reports as requested.
- Make available, upon request at the review panel meeting, a paper copy of any application as it
 might be needed or requested. Needed copies will be made at the onsite Business Office.
- Prepare all meeting materials, e.g., name badges, table tents, signage, handouts, and presentation slides.
- Create onsite panel meeting binders for IES staff and IES observers. The Contractor shall prepare no more than four (4) binders for each panel. The content includes: Order of Review, seating

- chart of review panel members, review panel roster, abstracts of applications to be discussed in Order of Review, critiques of primary, secondary, and tertiary reviewers (and additional critiques of other assigned reviewers), and RFAs.
- Arrange for IES staff attendance as observers of the review panel proceedings. The COR will
 provide the names and contact information of all IES staff and IES-invited guests expected to
 attend the meeting. The Contractor shall also prepare the general session agenda and coordinate
 with the speakers (e.g., IES speakers offering welcome and overview remarks).
- Arrange for the Contractor's staff to be available to respond to questions by reviewers about the review process.
- Process reviewer comments and preliminary scores submitted by email, should this be the case, prior to the meeting.
- Finalize the format of the summary statements with COR approval.

TASK 5: Annual Scientific Peer Review Panel Meetings

- 5.1 Reviewer scoring. Arrange for an online scoring module in PRIMO and digital scoreboards to be used in all panel meetings. The Contractor shall also have available paper copies of scoring sheets as a backup strategy for collecting scores should there be any power problems or problems with other aspects of the electronic aspects of the PRIMO system during the meetings.
- 5.2 Onsite logistics. Manage onsite logistics and administrative support for reviewers, including provision of a meeting planner onsite for the full duration of the meeting to ensure that the event proceeds smoothly and to respond to any special requests. During this period, the meeting planner will also assist with onsite travel needs to include ground transportation and air and train scheduling changes. The meeting planner will be responsible for ordering meeting amenities.
- 5.3 Synthesizer arrangements. Arrange for syntheses to be created in PRIMO. Syntheses are used to record the panel's discussion of the principle issues around each application discussed. IES's current policy is that members of a review panel share synthesizing responsibilities. IES will identify synthesizers for each application on each review panel and will assign them in the Order of Review finalized in PRIMO. IES expects two potential scenarios for synthesizing panel discussion: one scenario in which all panelists will serve as synthesizers; and one scenario in which a subset of the panel reviewers is recruited to serve as synthesizers.
- <u>5.4 Missing reviewer critiques</u>. Ensure that no reviewer critiques are missing and reviewers have evaluated and scored each application for technical merit and submitted those scores in PRIMO.
- <u>5.5 Critique and scoring revisions.</u> Process critique and scoring revisions from reviewers, as needed. Ensure that reviewers who have adjusted their final scores as a result of the panel discussion have made the corresponding changes to their narrative critiques in PRIMO.
- <u>5.6 Reviewer feedback surveys.</u> Collect Reviewer Feedback surveys submitted electronically, and facilitate debriefing sessions at the end of the panel meetings when requested by panel Chairs and other panel members.

5.7 Final Scientific Merit Score Reports in PRIMO. The Contractor shall make available in PRIMO the final scientific merit score reports listed below following the panel meeting and in accordance with the schedule provided at the kick-off meeting:

Final Scientific Merit Score Report by Competition. Validate in PRIMO the Final Scientific Merit Score Report by Competition and notify the COR when this report is ready to be accessed. The <u>purpose of this report</u> is to provide a final rank order of all non-triaged applications under a given competition, from the highest rank to the lowest rank, based on the final scores assigned. The Final Scientific Merit Score Report by Competition will have columns for the following data: rank number, application number, applicant organization, application topic, application goal, project director/principal investigator, average scores for each review criterion, and average overall score. NOTE: Any non-triaged application under a given competition having a score that is tied with another application's score under the same competition will be represented with the <u>same rank</u>. Rank will follow numerical order (i.e., no number will be skipped). The Contractor shall notify the COR immediately should any scoring information or critique information be missing.

Final Scientific Merit Score Report by Panel. Validate in PRIMO the Final Scientific Merit Score Report by Panel and notify the COR when this report is ready to be accessed. The <u>purpose of this report</u> is to provide a final rank ordering of all non-triaged applications assigned to a panel, from the highest rank to the lowest rank, based on the final scores assigned. The Final Scientific Merit Score Report by Panel will have columns for the following data: rank number, application number, applicant institution, application topic, application goal, project director/principal investigator, panel name, average scores for each review criterion, and average overall score. NOTE: Any non-triaged application under a given competition having a score that is tied with another application's score under the same competition will be represented with the <u>same rank</u>. Rank will follow numerical order (i.e., no number will be skipped). The Contractor shall notify the COR immediately should any scoring information or critique information be missing.

Final Scientific Merit Score Report by Topic. Validate in PRIMO the Final Scientific Merit Score Report by Topic and notify the COR when this report is ready to be accessed. This report shows the <u>final ranking</u> of all applications under a given topic. The <u>purpose of this report</u> is to provide a final rank ordering of non-triaged applications under a given topic, from the highest rank to the lowest rank, based on the final scores assigned. The Final Scientific Merit Score Report by Topic—displaying the average overall score for each non-triaged application under a topic, ranked from highest to lowest—will have columns for the following data: rank number, application number, applicant institution, application topic, application goal, project direct/principal investigator, average for each criterion score, and average for overall score. NOTE: Any non-triaged application under a given competition having a score that is tied with another application's score under the same competition will be represented with the <u>same rank</u>. Rank will follow numerical order (i.e., no number will be skipped). The Contractor shall notify the COR immediately should any scoring information or critique information be missing.

Online Scoring and Delivery of Final Scientific Merit Score Reports. The Final Scientific Merit Score Reports shall be available immediately following the peer review meeting sessions. The Contractor shall validate the reports within three (3) business days following the conclusion of the meetings. This timeframe ensures the IES Centers have adequate time to make final decisions regarding funding. Should online scoring not be planned for panels, then the Contractor shall work out a schedule in consultation with IES for the timely delivery of these reports, usually within five to seven (5-7) business days following the panel meetings. Should the Contractor need to enter scoring data (instead of reviewers), then the Contractor shall take appropriate steps to provide a quality review of data that is entered.

TASK 6: Post-Meeting or Post-Review Tasks, including Preparation of Review Summaries

- 6.1 Post-Meeting Raw Score Report for annual discretionary grant competitions. Provide additional raw score reports, most importantly a Merged Raw Score Report by Panel (including all Initial and Final Scores for each application), following a schedule to be determined in consultation with the IES Contract Manager. The <u>purpose of this report</u> is to catalog the raw scores (pre- and post-triage scores) for all applications and to provide information on the scoring behavior of reviewers. The Merged Raw Score Report by Panel will have columns for the following data: reviewer last name, reviewer first name, application number, application topic, application goal, panel name, triaged yes/no, Criterion 1 Initial Score, Criterion 1 Final Score, Criterion 2 Initial Score, Criterion 2 Final Score, Criterion 3 Initial Score, Criterion 3 Final Score, Criterion 4 Initial Score, Criterion 4 Final Score (Criterion 5 Initial and Final Score, if applicable), Overall Score Initial, Overall Score Final, Review Position Name, Order of Review Number
- <u>6.2 Ad hoc scoring reports.</u> Provide, as needed, other **ad hoc scoring reports** (e.g. median scores, standard deviations, and review group percentile ranks in a prescribed format) on a schedule to be provided at the kick-off meeting.
- <u>6.3 Summary Statements for annual discretionary research grant competitions.</u> Prepare a **summary statement** for each application reviewed in accordance with the approved summary statement format. Triaged applications will receive verbatim reviewer comments, with light copy editing, including editing out disparaging, pejorative, or inflammatory statements; triaged applications do not receive criterion or overall quality scores. All other summary statements will receive the same editing of reviewer comments and will also include a summary of the main strengths and weaknesses of the application as discussed by the panel and recorded by the assigned Synthesizer. Summary statements for applications that were discussed by the full panel will also include average criterion and overall scores.

The Contractor shall follow Federal Government guidelines for plain language writing/editing and employ the Contractor's usual editing and formatting standards. Information about the Department's plain writing initiative can be found here: http://www.ed.gov/plain-language.

The Contractor shall deliver quality-reviewed summary statements as soon as possible following the review panel meeting. The Contractor shall first deliver summary statements—for top-ranked applications and for other applications that cluster around an IES-designated cut-off point (including "Top Priority" and "Top-ranked" applications)—to IES as soon as possible, but no later than two (2) weeks following the conclusion of the peer review meetings. The Contractor shall then make available to IES all of the remaining summary statements within four (4) weeks following the conclusion of the panel meetings (including "Remaining Scored" and "Triaged" applications). The Contractor shall ensure that sufficient editorial support is allocated to the summary statement preparation task to ensure this delivery schedule. Prepare summary statement rewrites within seven (7) business days from receipt of technical direction.

NOTE: the Contractor shall deliver only one version of the summary statement files that should not include budget recommendations/comments and administrative notes; however, the Contractor shall supply the COR a separate file of budget recommendations/comments and administrative notes, in whatever form the Contractor so chooses.

- <u>6.4 Final application scores for annual discretionary grant competitions.</u> No later than one (1) week after the completion of panel meetings, but subject to COR approval, post to the ANS average final scientific merit scores for each application that was reviewed by the full panel.
- 6.5 Regret letters and summary statements for annual discretionary grant competitions. No later than four (4) weeks after the completion of panel meetings, but subject to IES approval, post to the ANS regret

letters to applicants (including Principal Investigators and Authorized Representatives) and summary statements in PDF format. The COR will communicate with the Contractor about the appropriate timing for posting the notifications to ANS. The timing is tied to the Department's Congressional notification process. The summary statements provided to applicants via ANS notifications must not contain reviewers' budget recommendations/comments or administrative notes.

NOTE: Please see the description of the ANS functionality in Section 1.3 "Information related to IES's Peer Review Information Management Online System (PRIMO)."

IES will provide a list of funded applications and IES Program Officer contact names and information prior to the Contractor posting notifications to the ANS and sending notification emails to Principal Investigators (PIs) and Authorized Organizational Representatives (AORs). In addition, the COR will review, write and provide the template for the notification email that accompanies the publishing of scores, regret letters and summary statements.

<u>6.6 Grant applications for annual discretionary research grant competitions.</u> Provide to IES on disc (CD or DVD) PDF files for <u>every application received</u> within eight to ten (8-10) weeks following the peer review. The PDF files can be grouped by topic under program competition (that is, by each distinct CFDA number). The Contractor shall provide recommendations for the index/table of contents of the CDs or DVDs.

6.7 Final deliverable files for annual discretionary grant competitions. The Contractor shall provide to IES (CD or DVD) within eight to ten (8-10) weeks following the peer review (this should fall within two (2) weeks after the ANS notification emails have been sent): PDF files for every application received, all summary statements and corresponding regret letters, and PDF files of reviewers' curriculum vitas (CVs).

The PDF files of applications, summary statements, and regret letters must be grouped on discs by program competition. Further, the PDF files of the applications must be grouped by topic under program competition.

6.8 IES Peer Review Reports for annual discretionary grant competitions. The Contractor shall provide four (4) distinct **IES Peer Review Reports** available in PRIMO following the panel meetings. The purpose of these reports is to provide summary information for the development of a comprehensive IES Peer Review Report for each competition (CFDA number) to be prepared by IES's SRO staff. The comprehensive IES Peer Review Report provides background and contextual information for the funding recommendations that are being made for each competition. The IES Peer Review Report includes information about the peer review process, including information about the panels and reviewers used, the topics considered, the range of scores for applications before and after the triage process, and any other information germane to the competitive process and the selection of grantees.

The Contractor shall provide the following four (4) **IES Peer Review Reports**:

- Panel Summary Information for the IES Peer Review Report
- Topic Summary Information for the IES Peer Review Report
- Final Panel Roster for the IES Peer Review Report
- Summary Tables for the IES Peer Review Report

IES Peer Review Report - Panel Summary Information for annual discretionary grant competitions. Prepare **Panel Summary Information for the IES Peer Review Report** two (2) weeks following the conclusion of the panel meetings. This report will have columns for the following data: row number, application number, number of scoring reviewers per application, project director, applicant

organization, name of primary reviewer, name of secondary reviewer, name of tertiary reviewer, name of ad hoc reviewer, indication of reviewer(s) with COI, and indication of reviewer(s) who abstained. In addition, this report will also show the following:

- Number of applications deemed to be responsive and compliant and therefore panel reviewed;
- Listing of application(s), if any, that a panel member may have nominated for consideration by the full panel but that would not have been included for discussion or consideration by the full panel based on its preliminary rank order;
- Number of applications triaged (eliminated from panel discussion);
- Total number of reviewers used:
- Number of teleconference reviewers used;
- Number of reviewers, if any, who left before the panel adjourned.

The <u>purpose of this report</u> is to provide descriptive information about each panel for the IES Peer Review Report.

IES Peer Review Report – Topic Summary Information for annual discretionary grant competitions. Prepare Topic Summary Information for the IES Peer Review Report two (2) weeks following the conclusion of the panel meetings. This report will list the applications under a specific CFDA number and topic and will indicate the status of each application in accordance with the final approval decision categories listed on page 9 of this performance work statement. NOTE: The columns for the listings shall be in the following order: row number, application number, goal (goal number and goal name), applicant organization, project director, title, status of application, and panel name. The report will also provide, for each topic, the following summary information:

- Total number of applications received
- Number <u>and</u> listing of applications deemed to be responsive and compliant and therefore reviewed
- Number and listing of applications deemed to be non-responsive and therefore not reviewed
- Number and listing of applications deemed to be non-compliant and therefore not reviewed
- Number <u>and</u> listing of applications that are duplicative and therefore <u>not</u> reviewed
- Number <u>and</u> listing of applications withdrawn and therefore <u>not</u> reviewed
- Number and listing of applications submitted late and therefore not reviewed
- Number <u>and</u> listing of applications renumbered showing original application number and second application number assigned later

The <u>purpose of this report</u> is to provide descriptive information about the applications received under each topic for the IES Peer Review Report.

IES Peer Review Report – **Final Panel Roster for annual discretionary grant competitions**. Prepare a **Final Panel Roster Report** for each panel two (2) weeks following the conclusion of the panel meetings. This report, based on the Panel Membership/Contact Information Report, will list for each panel the members of the panel and their institutional affiliations. The report will also indicate which panel members are ad hoc members. The <u>purpose of this report</u> is to document for the IES Peer Review Report the reviewers who served on the panel and the Contractor staff facilitating panel work. The report will list the panel Chair first and then all other reviewers in alphabetical order by reviewer name.

IES Peer Review Report – Summary Table Information for annual discretionary grant competitions. Prepare three (3) Summary Tables two (2) weeks following the conclusion of the panel meetings:

- Summary Table 1 Number of Applications Received, Eliminated (by final approval decision category) and Reviewed, by Topic
- Summary Table 2 Number of Applications Reviewed and Number Forwarded to Full Panel for Discussion, by Topic
- Summary Table 3 Number of Panel Members, Ad Hoc Reviewers, and Minimum Number of Scoring Reviewers, by Panel

The Contractor shall work with the COR to standardize the formatting and appearance of these tables in PRIMO. The <u>purpose of these tables</u> is to provide a complete count of applications received and reviewed throughout the peer review process. In addition, Summary Table 3 provides a complete count of reviewers by type of reviewer for each panel.

6.9 Format standardization of final reports used in IES Peer Review Report. The Contractor shall work with IES to standardize the formatting and appearance of PRIMO reports used by IES in its peer review reports. The reports to be standardized include five (5) in particular: (1) Pre-Meeting Average Score Report, by topic; (2) Final Scientific Merit Score Report, by topic; (3) IES Peer Review Report – Panel Summary Information; and (4) IES Peer Review Report – Topic Summary Information; and (5) Final Panel Roster.

<u>6.10 Thank-you letters for rotating and continuing principal panel members.</u> The Contractor shall send thank-you letters on behalf of IES to all panel members who served on any review panel during a given fiscal year. Letters to principal panel members whose terms are ending are sent via US mail, signed by the Director. Other letters (to rotating members, continuing principal members, and ad hoc reviewers) are sent as email attachments (possibly from PRIMO). The COR will provide the Contractor with templates for each type of letter to be sent and lists of reviewer names.

6.11 Additional post-meeting/post-review tasks.

The Contractor shall:

- Panel Membership/Contact Information Report. Prepare a Panel Membership/Contact Information Report for each panel reviewing applications submitted to the annual discretionary grant competitions that will be available in PRIMO two (2) weeks following the conclusion of the panel meetings. This report, available in PRIMO in both Excel and PDF format, will show information on all reviewers participating on the panels. The report will list the panel Chair first and then all other reviewers in alphabetical order by reviewer name with the following columns: reviewer name, organizational affiliation, department affiliation, mailing address, telephone number, e-mail address, and whether the reviewer was an ad hoc reviewer and/or participated by teleconference. The purpose of this report is to provide a complete list of panel members with organizational affiliation, mailing address, and other contact information. This report will be used to facilitate the mail merge process for thank you letters.
- For the comprising report manuscript and unsolicited grant application reviewers, prepare a quarterly, cumulative report manuscript and unsolicited application report of reviewers available in PRIMO that includes all reviewers in alphabetical order by reviewer name, with the following columns: reviewer name, organizational affiliation, department affiliation, e-mail address, report manuscript or unsolicited grant application number, report manuscript or unsolicited grant application title, date the report manuscript or application was assigned to the reviewer, the review due date, and the date the completed review was received. The <u>purpose of this report</u> is both to provide a complete list of reviewers with organizational affiliation and contact information, and to facilitate IES's tracking of the review process for report manuscripts

and unsolicited grant applications by quarter. The Contractor shall also review and consider ways to improve the Report Manuscript and Unsolicited Grant Application Processing module in PRIMO.

- Reserve/secure panel meeting space for the first group of the following fiscal year's peer review
 meetings and hold the space with a down payment, if necessary.
- Pay reviewers honoraria and reimburse reviewers for expenses that are authorized. The Contractor shall give each reviewer an honorarium for reviewing applications and report manuscripts. For reviewers serving on panels reviewing applications submitted for the annual discretionary grant competitions, honoraria also reflect review time spent during the peer review panel meeting. The Contractor shall also reimburse each reviewer who attended a panel review meeting for travel expenses to attend the meeting, including applicable per diem in accordance with all Federal Government rules and regulations governing events, conferences, meetings, and peer reviews. The Contractor shall communicate with reviewers as necessary to seek clarification for reimbursement processing and to obtain missing receipts.
- Review hotel and vendor invoices and process payments.
- Conduct a debriefing session for IES's SRO staff and the Contractor's project staff, as needed.
 Provide IES with summary of debriefing comments received from reviewers.
- Perform special case re-reviews via teleconference if needed and as directed.
- Prepare any post-meeting ad hoc reports as requested from the PRIMO database (e.g. application listings, reviewer listings, summary score reports, fundable range reports, Reviewer Information Reports, Office of Management and Budget (OMB) Data Calls, IES IT Business Case Data Calls, etc.).
- Amend and/or resend summary statements, as appropriate, if errors are detected.

TASK 7: Preparation Tasks for Next Competition Cycle

- 7.1 Business process improvements. Provide scientific and technical peer review advice, plans, recommendations and innovative approaches when defining business process improvements for the next fiscal year.
- 7.2 Data maintained in PRIMO. Review and evaluate ways to improve the data maintained in PRIMO regarding review panels and individual reviewers' service in order to more fully reflect the IES structure of standing review panels and single session panels. This includes adding historical as well as current fiscal year information on individual reviewers' principal panel appointments (i.e., multi-year terms on specific standing panels).
- 7.3 Next cycle LOI receipt. Prepare the PRIMO website to receive Letters of Intent (LOIs) for the first competition deadlines in the next annual discretionary grant competition cycle.
- <u>7.4 LOI receipt.</u> Receive LOIs for the next annual discretionary grant competitions and prepare preliminary and final reports about the LOIs received. The LOI reports will track by CFDA number and topic within CFDA number, applicants who propose to apply to a specific topic/goal. There are three (3) LOI reports: (1) a simple listing (in PDF) format showing the count of the number of LOIs submitted by

CFDA number; (2) spreadsheets (in Excel format) associated with each individual CFDA number and topic showing the details about who submitted an LOI, when, and under what goal; and (3) an LOI profile (in PDF format) summarizing in more detail the content of each LOI following the guidance IES provides to potential applicants for submitting LOIs. The **Preliminary LOI Reports** are due to IES by close of business (COB) on the Tuesday immediately following the receipt date for the LOIs. The **Final LOI Reports** are due to IES two (2) weeks following the receipt date for the LOIs.

NOTE: To facilitate IES's use of the LOI information for mail merge purposes, the LOI reports (both preliminary and final) provided in Excel format shall be generated to capture the following project director/principal investigator information in distinct fields: first name and middle initial (if available) in one field; last name in another field; and email address in another field.

- 7.5 Application receipt preparations. Prepare for the receipt of applications for the first competition deadline in the next cycle. The Contractor must prepare to receive applications anytime between May and August in a given fiscal year. The number of applications assumed to be received will be equal to the number of applications received under the corresponding deadline in the prior year.
- <u>7.6 Application receipt.</u> Receive applications for the first competition deadline via the Department's G5 web site.
- 7.7 Reports related to application receipt. Prepare all reports associated with the receipt of applications; these reports include the following: Preliminary, Penultimate, and Final Reports of All Applications Received; Verification Reports (Logs); Preliminary and Final Reports of Resubmitted Applications; Compliance Reports; ED 424 Reports by CFDA Number; and Personnel Lists.
- 7.8 Reviewer recruitment. Begin contacting the reviewers recruited by IES for the first competition cycle.
- <u>7.9 Hotel and meeting space.</u> Secure hotel and meeting space for the next spring peer review meetings. The Contractor must also prepare for the possibility that some panels in the new competition cycle will be held in the fall.

TASK 8: Information Technology - PRIMO

- 8.1 Provide support, perform maintenance tasks and enhance the .NET PRIMO as needed. The Contractor has moved PRIMO to a Microsoft .NET framework, version 4.5 using a SQL Server 2008 compatible database and capable of being hosted on Internet Information Services (IIS) version 7.5. PRIMO is now hosted on the IES Data Center (services provided by Amazon Web Services). The Contractor shall work with the IES technical team/IES Data Center team to maintain and enact improvements to PRIMO, as requested. Additionally, the Contractor shall provide all necessary systems documentation, as requested by the COR.
- 8.2 Review and evaluate the strategies to improve and standardize the reports generated by PRIMO. Standardization includes, but is not limited to, consistent headers and footers on all PRIMO reports as well as headers and footers containing the date and time reports are produced. The Contractor shall continue to maintain and enhance the revamped Reports module to permit direct access to standard reports by IES staff and to improve the ability of IES staff to pull data and information as needed. All reports must be available as Excel downloads that are readable with minimal reformatting. Also, the Contractor shall review and enhance, as needed, the customizable reporting feature in PRIMO. The Contractor shall implement strategies following discussion and agreement with the COR.

- 8.3 Consider ways to improve the Report and Unsolicited Grant Application Processing module. In consultation with the COR, the Contractor shall consider ways to improve and enhance, if needed, the Report and Unsolicited Grant Application Processing module in PRIMO.
- <u>8.4 Make workflow improvements in PRIMO.</u> The Contractor shall consider ways to improve the workflow within PRIMO by reducing the need to move between screens in order to complete tasks, while continuing to consider potential impacts on system speed (e.g., review and enhance, as needed, the Dashboard feature in PRIMO).
- <u>8.5 Onsite panel meeting IT.</u> The Contractor shall consider and implement ways to improve the IT capabilities at the onsite peer review panel meetings.
- <u>8.6 ANS maintenance and enhancements.</u> Maintain and enhance, as needed, the Applicant Notification System (ANS) module in PRIMO. In addition to the ANS tasks mentioned above, the Contractor shall:
 - Maintain functionality in PRIMO to make accessible to each Principal Investigator and Authorized Representative who submitted a grant application to IES information about the grant application. This functionality or "system of records" is Section 508 compliant.
 - Dispose of competition records in accordance with the Department's records management and disposition policies. Records will be kept up to three years following the competition deadline to which the application was submitted.
- <u>8.7 Customizable reports in PRIMO.</u> The Contractor shall maintain, and as needed enhance, the customizable reports in PRIMO.
- <u>8.8 Maintain a help desk associated with PRIMO.</u> The Contractor shall maintain a help desk feature associated with PRIMO to provide technical assistance to applicants, reviewers, and IES staff.

TASK 9: Option Year Work

Each of the aforementioned tasks and subtasks (excluding any related contract transition work in the Base Year) that are spelled out for the Base Year will be executed in Option Year 1, Option Year 2, Option Year 3, and Option Year 4. Due dates for all Option Year deliverables are incorporated into the Reports, Other Deliverables and Schedule (Section 3).

Should IES decide not to exercise the Option Years, the contractor will be responsible for executing any necessary transition out activities as described in subtask 1.3 (PWS page 4).

SECTION 3: REPORTS, OTHER DELIVERABLES AND SCHEDULE

List	Report or Other Deliverable	Task/PWS Page	Due	Format	Form of Delivery	Required Years for Deliverable
			Tracking Reports			
			COB Tuesday immediately			
	LOI Reports –		following the receipt date			Base Year,
1	Preliminary	7.4/p. 25	for LOIs	Excel or PDF	Email to COR	Option Years 1-4
			Two (2) weeks following			Base Year,
2	LOI Reports – Final	7.4/p. 25	the receipt date for LOIs	Excel or PDF	Email to COR	Option Years 1-4
3	Preliminary Report of	3.10/pgs.	As soon as feasible	Excel	Email to COR	Base Year,

	Applications Received	10-11	following application		and in PRIMO	Option Years 1-4
			receipt. IES expects the first			
			of these reports to be			
			delivered no later than two			
			(2) weeks following the			
			transmittal of applications			
			from G5 to the Contractor			
			As soon as feasible			
			following the verification of			
	D. History D. A. C.	2.10/	topic and goal information		E COD	D. W.
4	Penultimate Report of	3.10/pgs. 10-11	received from applicants pursuant to follow up.	Excel	Email to COR and in PRIMO	Base Year,
4	Applications Received	10-11	In accordance with a	Excel	and in PKINO	Option Years 1-4
			schedule to be worked out			
			with the COR. These reports			
			can be final only after all			
			compliance reviews are			
	Final Report of	3.10/pgs.	completed and documented		Email to COR	Base Year,
5	Applications Received	10-11	in PRIMO	Excel	and in PRIMO	Option Years 1-4
	• •		Daily as soon as G5 begins			
		3.3, 4.10	to push applications to the		1	
		and	Contractor. The final log is			
	Verification Reports	7.7/pgs. 7,	due to IES within ten (10)			
	(Logs) of Applications	14-15 and	business days following the	Contractor		Base Year,
6	received from G5	26	application deadline date	discretion	Email to COR	Option Years 1-4
			Following completion of			
			compliance			
			screening/resolution of			
	D		compliance issues and no later than one (1) week prior			
	Report of the Status of All Applications	4.10/pgs.	to the first panel meeting			Base Year,
7	Received	4.10/pgs. 14-15	session	Excel	Email to COR	Option Years 1-4
,	Received	14-13	As soon as feasible or about	Excei	Eman to COK	Option Teats 1-4
	Preliminary Report of		two (2) weeks following the			
	Resubmitted		transmittal of applications		Email to COR	Base Year,
8	Applications	3.10/pg. 11	from G5 to the Contractor	Excel	and in PRIMO	Option Years 1-4
_		, pg	At the same time as the			
			Penultimate Report of			
	Final Report of		Applications Received,			
	Resubmitted		reflecting the results of the		Email to COR	Base Year,
9	Applications	3.10/pg. 11	compliance screening.	Excel	and in PRIMO	Option Years 1-4
	ED 424 Report by		Within one (1) month			
	CFDA Number, by		following the application			
40	Application Number,	0.10/	deadline for each CFDA			Base Year,
10	then by State	3.10/pg. 12	number/competition.	Excel	Email to COR	Option Years 1-4
	Report of All Report					
	Manuscripts Reviewed		Overterly beginning		Email to COP	Daga Vas:
11	and All Unsolicited Applications Reviewed	4.11/pg. 15	Quarterly, beginning October 1	Excel	Email to COR and in PRIMO	Base Year, Option Years 1-4
11	Cumulative report	4.11/pg. 13	OCIOUCI I	EXCEI	and in PKINO	Option rears 1-4
				Excel	1	
						1
	manuscript and		Quarterly, but available as	(customizable	In PRIMO and	I Base Year
12	unsolicited application	6.11/pg. 24	Quarterly, but available as needed	(customizable report)	In PRIMO and exportable	Base Year, Option Years 1-4
12	unsolicited application report of reviewers	6.11/pg. 24 (regarding De	Quarterly, but available as needed eliverables, Compliance, COIs	report)	exportable	Option Years 1-4

		1			ı	0 1 77 11
			peer review panel meetings			Option Years 1-4
			and delivery of IES Peer			
			Review Reports			
			Within one (1) month			
			following the transmittal of			
			applications from G5 to the		Status	
			Contractor. The Contractor		available in	
		3.6 and	can phase the delivery of		PRIMO –	
		7.7/pgs. 8	these reports with schedule		Compliance	Base Year,
14	Compliance Report	and 26	approval by the COR	PRIMO	Module	Option Years 1-4
17	Compliance Report	and 20		1 KIIVIO	Wiodule	Option Tears 1-4
			Emails are sent to applicants			
			on the basis of actions			
			requested by IES in			
			PRIMO's online			
			Compliance module, usually			
			with 48 hours after			
			receiving guidance from the			
			COR. This email service			
			usually begins within one			
			(1) week following the		PRIMO help	
			Contractor's delivery of the		desk email to	
			Compliance Report, i.e.,		applicant.	
			making the compliance		Tracked in	
			information available to IES		PRIMO's	
	Email notifications to					
	Email notifications to	20 1	staff in PRIMO and		Action	
	non-responsive, non-	3.8 and	continues until all		Request/Actio	D 17
	compliant, other	4.1/pgs. 10	compliance actions are		n Taken	Base Year,
15	applicants	and 12	completed	Email message	system	Option Years 1-4
			Email invitations are sent			
			any time in the process, but			
			usually about one (1) month			
			after the application receipt			
			deadline (and at the			
			discretion of the COR) and			
	Email notifications to		the associated invitation			
	applicants regarding the		email template has been		PRIMO help	
	Applicant Notification		written and approved by the		desk email to	Base Year,
16	System (ANS)	4.1/pg. 12	COR.	Email message	applicant.	Option Years 1-4
	~ j 3.00 (11 .0)		Email notifications are sent		рричини	- p 104151 T
			when final scores, regret			
			letters, summary statements,			1
	ANS email notifications		and funding decisions are			1
	to applicants regarding		published/posted in the			1
	final scores, regret		ANS and the associated		pp n (C ; ;	1
	letters, summary		email template has been		PRIMO help	T
	statements, and funding	6.4 and	written and approved by the		desk email to	Base Year,
17	decisions	6.5/pg. 21	COR	Email message	applicant	Option Years 1-4
			Schedule to be worked out			
			in consultation with the			1
			COR but IES expects			1
			delivery within one (1)		Report	1
			month following the		validation	
		3.7/pgs. 9-	transmittal of applications		email sent to	Base Year,
17	Personnel List	10	from G5 to the Contractor	PRIMO/Excel	COR	Option Years 1-4
		•	Scoring Reports			

	T	I	4 '111 ' PDD 10	1	1	
			Available in PRIMO no			
			later than 24 hours			
			following the receipt of			
			preliminary scores from			
			reviewers in accordance		Report	
	Scores for Triage by		with the preliminary scores		validation	
	Panel Report	4.13/pgs.	schedule provided by the		email sent to	Base Year,
18	(Discrepancy Report)	15-16	COR	PRIMO/Excel	COR	Option Years 1-4
					Report	
	Average Initial Score		In accordance with the		validation	
4.0	Report by Panel (Pre-	4.16/pgs.	preliminary scores schedule		email sent to	Base Year,
19	Meeting Initial Scores)	16-17	provided by the COR	PRIMO/Excel	COR	Option Years 1-4
					Report	
	Average Initial Score		In accordance with the		validation	
	Report by Topic (Pre-	4.16/pgs.	preliminary scores schedule		email sent to	Base Year,
20	Meeting, Initial Scores)	16-17	provided by the COR	PRIMO/Excel	COR	Option Years 1-4
			Available in PRIMO no			
			later than 24 hours			
			following the receipt of			
			preliminary scores from			
			reviewers in accordance		Report	
	All Initial Scores Report		with the preliminary scores		validation	
	by Panel (Pre-Meeting,	4.13/pgs.	schedule provided by the		email sent to	Base Year,
21	Initial Scores)	15-16	COR	PRIMO/Excel	COR	Option Years 1-4
			Following triage and			
			provided immediately			
	Order of Review (by		before the scheduled panel		In PRIMO and	Base Year,
22	Panel)	4.16/pg. 17	meetings	PRIMO/PDF	exportable	Option Years 1-4
			Following the conclusion of			
			the panel meeting assuming			
			online scoring is used. If			
			online scoring is not used,			
			then following data entry			
			and quality control review		ъ .	
	T. 10		of that data entry or within		Report	
	Final Scientific Merit		five to seven (5-7) business		validation	D 17
22	Score Report by	5.7/m. 10	days following the panel	DDIMOT 1	email sent to	Base Year,
23	Competition	5.7/pg. 19	meeting	PRIMO/Excel	COR	Option Years 1-4
			Following the conclusion of			
			the panel meeting assuming			
			online scoring is used. If			
			online scoring is not used,			
			then following data entry			
			and quality control review		D	
			of that data entry or within		Report	
	Final Scientific Merit	5.7/ncs 10	five to seven (5-7) business		validation email sent to	Base Year.
24	Score Report by Panel	5.7/pgs. 19- 20	days following the panel	PRIMO/Excel	COR	Option Years 1-4
24	Score Report by Panel	20	meeting Following the conclusion of	1 KIIVIO/EXCEI	COK	Option Teats 1-4
			the panel meeting assuming			
			online scoring is used. If			
			online scoring is used. If		Report	
			then following data entry		validation	
	Final Scientific Merit	5.7/pg 10			email sent to	Base Year,
25		5.7/pg. 19-	and quality control review	DDIMO/Error1		,
25	Score Report by Topic	20	of that data entry or within	PRIMO/Excel	COR	Option Years 1-4

			five to seven (5-7) business days following the panel meeting			
26	Post-Meeting Raw Score Report (Merged Raw Scores, Initial and Final)	6.1/pg. 20	On a schedule to be determined in consultation with the COR	PRIMO (customizable report)	Report validation email sent to COR	Base Year, Option Years 1-4
27	Other (Ad Hoc) Scoring Reports	6.2/pg. 20	On a schedule to be determined in consultation with the COR	PRIMO/Excel	Contractor's discretion or PRIMO	Base Year, Option Years 1-4
28	IES Peer Review Report – Panel Summary Information	6.8/pg. 22	Two (2) weeks following the conclusion of the panel meetings	PRIMO/Excel	Report validation email sent to COR	Base Year, Option Years 1-4
29	IES Peer Review Report – Topic Summary Information	6.8/pgs. 22- 23	Two (2) weeks following the conclusion of the panel meetings	PRIMO/Excel	Report validation email sent to COR	Base Year, Option Years 1-4
30	IES Peer Review Report – Summary Tables	6.8/pg. 23	Two (2) weeks following the conclusion of the panel meetings	PRIMO/Excel	Report validation email sent to COR	Base Year, Option Years 1-4
	•		Forms and Templates			
31	Application Compliance Screening Checklist Forms to be approved by COR (by CFDA, posted in PRIMO)	3.6/pg. 8	Prior to application receipt deadline and transmittal of applications from G5, but schedule to be determined in consultation with the COR; June-July	Word	Email to COR	Base Year, Option Years 1-4
32	Application Responsiveness Screening Checklist forms to be approved by COR (by CFDA, posted in PRIMO)	3.6/pgs. 8-9	Prior to application receipt deadline and transmittal of applications from G5, but schedule to be determined in consultation with the COR; June-July	Word	Email to COR	Base Year, Option Years 1-4
33	Application Final Approval form to be approved by COR (posted in PRIMO)	3.6/pgs. 8-9	Prior to application receipt deadline and transmittal of applications from G5, but schedule to be determined in consultation with the COR; June-July	Word	Email to COR	Base Year, Option Years 1-4
34	Reviewer Critique Templates to be approved by COR (posted in PRIMO)	2.11/pg. 7	Schedule to be determined with the COR; September and October	Word	Email to COR	Base Year, Option Years 1-4
35	Summary Statement Templates to be approved by COR (posted in PRIMO)	2.11 and 6.3/pgs. 7 and 20-21	Schedule to be determined with the COR; September and October	Word	Email to COR	Base Year, Option Years 1-4
36	Reviewer Feedback Form to be approved by COR (posted in PRIMO) Regret Letter Templates	2.11/pg. 7	Schedule to be determined with COR; December Three (3) weeks following	Word	Email to COR	Base Year, Option Years 1-4
37	for ANS to be approved by COR	6.5/pg. 21	the conclusion of the peer review meetings	Word	Email to COR	Base Year, Option Years 1-4

			COR will communicate			
			with the Contractor about			
	Final scores, regret		the appropriate timing for			
	letters, summary		publishing the final scores,			
	statements and final	6.4 and	regret letters and summary			Base Year,
38	scores posted in ANS	6.5/pg. 21	statements	PRIMO	PRIMO/ANS	Option Years 1-4
	Report Manuscript and					
	Unsolicited Applications reviewer critique forms		Schedule to be determined		Examples	
	and cover letters to be	2.11/pgs. 6-	in consultation with the		provided by	Base Year,
39	used in PRIMO	2.11/pgs. 0-	COR; ongoing	Word	IES by email	Option Years 1-4
	used in Truits	,	cort, ongoing	,, ora	Letters to be	option reads r
					sent as an	
					email from	
					PRIMO or as	
					an email from	
	Thank you letters for		Templates and lists of		the help desk	
	rotating and continuing	6.10/pgs.	reviewer names provided to	Word/PDF/	with a letter	Base Year,
40	principal panel members	23-24	the Contractor by the COR.	email	attachment	Option Years 1-4
	Danal Mamh - "		Contractor prepares the	Contract: "	Contract :: '-	Paga Vac:
41	Panel Member Agreement (PMA) form	2.6/pg. 5	document prior to the assignment of reviewers	Contractor's discretion	Contractor's discretion	Base Year, Option Years 1-4
41	Agreement (PMA) form		Panel Rosters and Membership		discretion	Option Tears 1-4
			Available in PRIMO two (2)	Keports	Report	
	Panel		weeks following the		validation	
	Membership/Contact		conclusion of the panel		email sent to	Base Year,
42	Information Report	6.11/pg. 24	meetings	Excel	COR	Option Years 1-4
	·				Report	
			Two (2) weeks following		validation	
	IES Peer Review Report	6.8/pgs. 22-	the conclusion of the panel		email sent to	Base Year,
43	 Final Panel Roster 	23	meetings	PRIMO/PDF	COR	Option Years 1-4
			Other Reports and Delivera	bles	1	1
	PRIMO Document		Updated throughout the year in consultation with the			Base Year,
44	Repository/User Guides	2.10/pg. 7	COR	PRIMO/PDF	PRIMO	Option Years 1-4
77	Repository/Oser Guides	2.10/pg. /	Delivered in batches via	T KIMO/T DI	TKINO	Option Tears 1-4
			email. For top-ranked and			
			top-priority applications, as			
			soon as possible, but no			
			later than two (2) weeks			
			following the conclusion of			
			the panel meetings. For the			
			remaining scored and			
			triaged applications, within			
		6.3/pgs 20	four (4) weeks following the conclusion of the panel			Base Year,
45	Summary Statements	6.3/pgs. 20- 21	meetings.	PDF files	Email to COR	Option Years 1-4
	Sammar Sattements			Hardcopy,	Ziliuli to COR	Sphon reas 1 4
	Onsite panel meeting			ringed binder		
	binders for IES staff and		At the start of each onsite	(at least 4 per		Base Year,
46	meeting observers	4.17/pg. 18	panel meeting	panel)	Hardcopy	Option Years 1-4
			IT trainings take place		Copies of	
			throughout the year and		completion	
	IT Security Training	Section	certificates are due		certificates	Base Year,
47	Certificates	4.3/pg. 35	periodically. COR will	PDF	provided to the	Option Years 1-4

			provide exact due dates		COR by email	
			when available.		,	
			Schedule to be determined		Report	
	Demographics		in consultation with the		validation	
	Information Collection		COR; typically December		email sent to	Base Year,
48	and Report	2.8/pg. 5	and March	Excel	COR	Option Years 1-4
			Within eight to ten (8-10)			
			weeks following the			
			conclusion of the panel	PDF files on	FedEx or UPS	Base Year,
49	Final deliverable files	6.7/pg. 22	meetings	CD or DVD	to COR	Option Years 1-4
			Information to be shared at			
	Completed Department-		the kick-off meeting and			
	required Security		paperwork to begin	Original hard	FedEx or UPS	
50	Clearance paperwork	1.4/pgs. 4-5	immediately following	copy	to COR	Base Year
			Ad Hoc Reports			
	Reviewer Information		As needed in consultation	To be	To be	Base Year,
50	Report	6.11/pg. 25	with the COR	determined	determined	Option Years 1-4
			As needed in consultation	To be	To be	Base Year,
51	OMB data calls	6.11/pg. 25	with the COR	determined	determined	Option Years 1-4
	IES IT Business Case		As needed in consultation	To be	To be	Base Year,
52	data calls	6.11/pg. 25	with the COR	determined	determined	Option Years 1-4

SECTION 4: U.S. DEPARTMENT OF EDUCATION REQUIREMENTS FOR INFORMATION TECHNOLGY

The Contractor shall comply with the following U.S. Department of Education requirements.

4.1 Personally Identifiable Information and Sensitive but Unclassified Information. Direct access to personally identifiable information (PII) shall be restricted to persons designated by system managers to be responsible for maintenance of file(s) or decisions regarding selection of peer reviewers. Automated locations are protected by requiring a password as well as ID users' code. In safeguarding PII, the Contractor and its subcontractors also shall be subject to the Department's requirements contained in the Department of Education's Handbook for the Protection of Sensitive but Unclassified Information, OCIO-15, and the Department's policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

Accessibility of Software (October 1999) Clause 316-1 (include in all RFPs and contracts)

The Department of Education considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the Contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at http://www.ed.gov/fund/contract/apply/clibrary/software.html

- (a) Software delivered to or developed for ED—Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) or this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).
- (b) Software enhanced or modified for ED—Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the Contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the Contractor is encouraged to point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.
- (c) Waiver of requirements—It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or off this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the Contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.
- (d) Condition of payment—The Contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

Accommodation/Accessibility for the Disabled (October 1999) Clause 317-1

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996, P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988. FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities. "Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The Contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

The Contractor shall comply with Section 508 technical standards for web and software accessibility at 36 CFR 1194.21 and 1194.22.

4.2 Information Technology Requirements

Web Site Requirements

The Contractor shall host all portal deliverables of this contract at its own website (https://iesreview.ed.gov), and comply with Federal website policies at: http://www.ed.gov/internal/extsite-tips.html

In addition, the Contractor agrees that the portal and contents of the portal belong solely to the Federal government and use without expressed written consent from the Federal government is prohibited.

 $The\ Contractor\ must\ comply\ with\ Federal\ website\ policies\ at:\ http://www.ed.gov/internal/extsite-tips.html$

The Contractor shall:

- Ensure that the website has a .gov domain name.
- Demonstrate affiliation with the Department through some visual means, such as the Department's logo.
- Display a disclaimer or warning when a user follows a link from https://iesreview.ed.gov to a non-Government website. The disclaimer should state that the site they are connecting to is not part of the ED.gov domain.
- Ensure that deliverables meet the requirements for posting content (ED.gov or external) stated in the ED.gov Management and Publishing Policies at http://ed.gov/internal/wwwstds.html.
- Ensure that the web site administered on behalf of IES complies with the Federal Information Security Act of 2002 (FISMA).
- Ensure that the web site has a posted privacy policy in accordance with OMB Memorandum M-03-22.
- Ensure compliance with OMB Memorandum M-15-13. This Memorandum requires that all
 publicly accessible Federal websites and web services only provide service through a secure
 connection.
- Review website development tools with the Department's Enterprise Architecture Review Board (EARB) to ensure the software is approved for use by the Department.

Other IT Requirements

The Contractor ought to become familiar with the ED-WWW Server Policy and Procedures, including technical standards and guidelines, the ED Web Style Guide and other ED-WWW guidelines available at http://www.ed.gov/internal/styleguide/external.html

The Contractor shall ensure that, to the extent the PRIMO system uses Windows XP or Vista, the system will meet or exceed NIST configuration settings and use energy star settings.

The Contractor ought to become familiar/comply with the Education Department's directive OCIO-1-106, Lifecycle Management Framework.

The Contractor ought to become familiar/comply with the Education Department's Technology Reference Model (TRM)/IT Standards, to cover the database technologies, etc.

4.3 Information Technology Security

Information Technology Security Awareness Training

All Department Contractors are required to complete IT Security Awareness Security Training on an annual basis in accordance with the Department's IT Security Awareness and Training Program. IES will notify the Contractor regarding the deadline by which the required training must be taken by all appropriate Contractor employees.

Compliance with ED IT Security Policy

The Contractor, and all sub-contractors, shall comply with the Department of Education's IT security policy requirements, specifically those set forth in the "Handbook for Information Assurance Security Policy (OCIO-01)," and other applicable procedures and guidance. The Contractor, and all sub-contractors, shall develop and implement management, operational and technical security controls to assure required levels of protection for information systems. The Contractor, and all sub-contractors, shall further comply with all applicable Federal IT security requirements including, but not limited to, the Federal Information Security Management Act (FISMA) of 2002, Office of Management and Budget (OMB) Circular A-130 Appendix III, Homeland Security Presidential Directives (HSPD), the National Institute of Standards and Technology (NIST) standards and guidance, and the Federal Risk and Authorization Management Program (FedRAMP) requirements and guidance.

The security requirements include, but are not limited to, the successful Security Authorization (SA) of the system (includes commercially owned and operated systems managed by the commercial vendor and its sub-contractors, supporting Department programs, contracts, and projects); obtaining a full Authority to Operate (ATO) before being granted operational status; performance of annual self-assessments of security controls; annual Contingency Plan testing; performance of periodic vulnerability scans; updating all information system security documentation as changes occur; and other continuous monitoring activities, which may include, mapping, penetration and other intrusive scanning. Full and unfettered access for the Department's third party Managed Security Services Provider (MSSP) must be granted to access all computers and networks used for this system. Additionally, when there is a significant change to the system's security posture, the system (Federal and commercial prime- and sub-contractors included) must have a new SA, with all required activities to obtain a new ATO, signed by the Authorizing Official (AO).

System security controls shall be designed and implemented consistent with NIST SP 800-53 Rev. 4, "Recommended Security Controls for Federal Information Systems and Organizations." All NIST SP 800-53 controls must be tested/assessed no less than every three (3) years, according to Federal and Department policy. The risk impact level of the system will be determined via the completion of the Department's inventory form and shall meet the accurate depiction of security categorization as outlined in Federal Information Publishing Standards (FIPS) 199, "Standards for Security Categorization of Federal Information and Information Systems."

System security documentation shall be developed to record and support the implementation of the security controls for the system. This documentation shall be maintained for the life of the system. The Contractor, and all sub-contractors, shall review and update the system security documentation at least annually and after significant changes to the system, to ensure the relevance and accurate depiction of the implemented system controls and to reflect changes to the system and its environment of operation. Security documentation must be developed in accordance with the NIST 800 series and Department of Education policy and guidance.

The Contractor, and all sub-contractors, shall allow Department employees (or Department designated third party contractors) access to the hosting facility to conduct SA activities to include control reviews in accordance with NIST SP 800-53 Rev. 4 and NIST SP 800-53A Rev. 4. The Contractor, and all sub-

contractors, shall be available for interviews and demonstrations of security control compliance to support the SA process and continuous monitoring of system security. In addition, if the system is rated as 'Moderate' or 'High' for FIPS 199 risk impact, vulnerability scanning and penetration testing shall be performed on the hosting facility and application as part of the SA process. Appropriate access agreements will be reviewed and signed before any scanning or testing occurs.

Identified deficiencies between required NIST SP 800-53 Rev. 4 controls and the Contractor's, and all sub-contractors', implementation as documented in the Risk Assessment Report, System Security Plan (SSP) and Security Assessment Report (SAR), shall be tracked for mitigation through the development of a Plan of Action and Milestones (POA&M) in accordance with the "Handbook for Information Assurance Security Policy (OCIO-01)." Depending on the severity of the deficiencies, the Department may require remediation before an ATO is issued.

In accord with OMB Memorandum M-17-06, M-15-13, M-08-23, and with the NIST SP 800-44, all Federal websites and web services must be accessible through a secure connection (HTTPS only, with HSTS), and e-mail applications must have SMTP enabled. The use of HTTPS is encouraged on intranets, but not explicitly required.

All awarded contracts shall ensure that:

- Their IT product/system is monitored during all hours of operations using entrusted detective/preventive systems.
- 2. Their IT product/system has current antiviral products installed and is operational.
- 3. Their IT product/system is scanned on a reoccurring basis.
- 4. Vulnerabilities are remediated in a timely manner on their IT product/system.
- 5. Access/view for cyber security situational awareness on their IT product/system is made available to the Department CIRC (cyber incident response capability).

4.4 Internet Protocol version 6 (IPv6) Requirements. The Contractor shall provide COTS solutions that are IPv6 capable. An IPv6 capable system or product shall be capable of receiving, processing, transmitting and forwarding IPv6 packets and/or interfacing with other systems and protocols in a manner similar to that of IPv4. Specific criteria to be deemed IPv6 capable are:

- An IPv6 capable system that meets the IPv6 base requirements defined by the USGv6 Profile (http://w3.antd.nist.gov/usgv6/testing.html).
- Systems being developed, produced or acquired shall maintain interoperability with IPv4 systems/capabilities.
- Systems shall implement IPv4/IPv6 dual-stack and shall also be built to determine which protocol
 layer to use depending on the destination host it is attempting to communicate with or establish a
 socket with. If either protocol is possible, systems shall employ IPv6.

The Contractor shall provide IPv6 technical support for system development, implementation and management.

Systems Development Standards: information systems shall be developed in accordance with the ED Lifecycle Management Framework (LCM), ACS-OCIO 1-106.

4.5 Reporting of Data Security Breaches. If there is a suspected or known breach/disclosure of PII due to lost, theft, intercepted transfer, or other, the Contractor must ensure that this breach is reported to the agency/IES COR as soon as the Contractor has knowledge of it. Per Office of Management and Budget Memorandum M-06-19, Federal agencies have a requirement to report breaches of PII security to a

Federal incident response center. IES must notify the Department with 30 minutes of discovering the incident (and the agency should not distinguish between suspected or confirmed breaches). The data security plan must be written to reflect this requirement, and the Contractor must provide sufficient notification and documentation of the suspected loss, as it is understood at the time of notification to the agency for this requirement to be met. Follow-up reports of the final status of loss events will also be prepared by the Contractor within a reasonable period of time as advised by IES.

4.6 Privacy Standards. The Contractor shall be responsible for complying with the applicable requirements of the Privacy Act, 5 U.S.C. 552a and Title III of the E-Government Act of 2002, Pub. L. 107-347, Federal Information Security Management Act of 2002, as well as OMB directives OMB M-06-16 and OMB M-07-16. The Contractor shall abide by U.S. Department of Education ACS Directives "OM 6-107 External Breach Notification Policy and Plan" and "OM 6-106, Privacy: Section 208 of the E-Government Act of 2002, Policy and Compliance," which can be found at http://www2.ed.gov/fund/contract/about/bsp.html. The contractor shall also follow all applicable federal privacy regulations, such as the relevant FAR provisions."

SECTION 5: GOVERNMENT-FURNISHED INFORMATION AND GOVERNMENT-MANDATED TRAINING

- <u>5.1 General Information</u>. The Contractor must provide all facilities, equipment and materials required to support this requirement.
- <u>5.2 Government-Furnished Information.</u> The COR will provide the following government furnished information to the Contractor in the timeframes stated in their respective tasks (section or task number provided below):
 - Section 1.3 <u>Information related to IES's PRIMO System</u> contact information for the IES technical team/IES Data Center Team via email.
 - Subtask 1.1 <u>Contract kick-off meeting</u> Contractor requested sample documents (i.e., deliverable reports, online templates or forms, PRIMO screenshots), updated deliverables schedule, updated general timeline of events, pre-meeting and post-meeting scores and critique deadlines, and information regarding the discretionary grant competitions to be held in the next fiscal year. These items will be provided in hard copy and/or electronically.
 - Subtask 1.2 <u>Transition-in activities</u> The COR will provide contact information for the existing contractor.
 - Subtask 1.4 <u>Contractor employee security screening requirements</u> follow-up steps to obtain the necessary security clearance.
 - Subtask 2.2 <u>Specific working knowledge of IES's RFAs</u> Contractor will access RFAs here: http://ies.ed.gov/funding/.
 - Subtask 2.10 <u>PRIMO document repository</u> Reviewer materials (i.e., reviewer handbook, RFA highlights, Panel Chair Supplement, etc.).
 - Subtask 3.4 <u>Grants.gov reports</u> Reports or lists of all application received from Grants.gov electronically via email.

- Subtask 3.8 <u>Applications needing new Department-assigned numbers</u> Newly assigned application numbers supplied electronically (Excel spreadsheet) via email.
- Subtask 4.1 <u>ANS emails</u> Associated invitation email template is written or reviewed and approved by the COR.
- Subtask 4.2 Onsite meeting logistics Confirmed panel meeting dates and locations via email.
- Subtask 4.3 <u>Assignment of reviewers and applications to panel</u> List of Applications Assigned to Panel and List of Reviewer Assignments to Panel in PRIMO.
- Subtask 4.3 <u>Assignment of reviewers and applications to panel</u> Report manuscripts, unsolicited grant applications and any additional review materials in PRIMO. IES will also assign reviewers directly in PRIMO.
- Subtask 4.5 <u>Initial panel reviewer communication</u> Panel Membership List directly in PRIMO.
- Subtask 4.7 Panel reviewer training Webinar materials and slides electronically via email.
- Subtask 4.13 <u>All initial scores available in PRIMO for annual discretionary grant competitions</u> -Decision rules for discrepant scores provided via email.
- Subtask 4.15 Order of Review for annual discretionary grant competitions IES develops and enters the orders of review in PRIMO.
- Subtask 4.17 <u>Additional post-receipt/pre-meeting subtasks for annual discretionary grant competitions</u> COR provides the names and contact information of all IES staff and IES-invited guest expected to attending the onsite panel meeting (for purposes of creating name badges) electronically via email.
- Subtask 5.3 <u>Synthesizer arrangements</u> IES identifies Synthesizers for each panel and assigns them in PRIMO.
- Subtask 6.5 Regret letters and summary statements for annual discretionary grant competitions —
 IES provides a list of funded applications and IES program officer contact names and information
 electronically via email.
- Subtask 6.5 Regret letters and summary statements for annual discretionary grant competitions Associated email template is written or reviewed and approved by the COR.
- Subtask 6.10 <u>Thank-you letters for rotating and continuing principal panel members</u> –
 Templates for each type of letter to be sent and lists of reviewer names electronically via email.
- 5.3 Government-Mandated Training. All Department Contractors are required to complete IT Security Awareness Security Training on an annual basis in accordance with the Department's IT Security Awareness and Training Program (see Section 7.3 "Information Technology Security"). All government mandated training shall be government furnished and shall be completed at the Contractor's facility, during duty hours, and in accordance with established timelines.

Attachment B ED-IES-17-R-0014

SMALL BUSINESS SUBCONTRACTING PLAN

DATE	ž:						
CONT	TRACTOR:						
ADDI	RESS:						
SOLI	CITATION OR CONTRACT NUMBER:						
TITLI	E:						
	ollowing, together with any attachments, is hereby submitted as a Subcontracting Plan to y the applicable requirements of 48 CFR 52.219-9 II.						
1.	The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$						
2.	The following percentage goals (expressed in terms of a percentage of total planned dollars) are applicable to the above-cited contract or to the contract to be awarded under the above-cited solicitation.						
	The following total dollar amounts represent the subcontracting dollars proposed under the above-cited contract or the contract to be awarded under the above-cited solicitation.						
	(a) Small business concerns: % of total planned dollars under this contract will go to subcontractors who are small business concerns. Total dollars: \$						
	(i) Veteran Owned Small Business Concerns: % of total planned dollars under this contract will go to subcontractors who are veteran owned small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$						
	(ii) HUBZone Small Business Concerns: % of total planned dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$						
	(iii) Small Disadvantaged Business Concerns: % of total planned dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 2(a), above as a subset. Total dollars: \$						

Attachment B ED-IES-17-R-0014

	(iv) Women Owned Small Business Concerns: % of total planned dollars under this contract will go to subcontractors who are women owned small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$							
	(v) Service Disabled Veteran Small Business Concerns: % of total planned dollars under this contract will go to subcontractors who are service disabled veteran small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$							
3.	The following principal types of supplies and services will be subcontracted, and the distribution among small, veteran-owned small, HUBZone small, small disadvantaged, women-owned small, and large businesses is as follows:							
4.	The following method was used to develop the subcontracting goals in section 1 of this plan:							
5.	The following method was used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations the National Minority Purchasing Council Vendor Information Service, the Research an Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations):							
6.	The subcontracting goals in section 1 of this plan were established (check one) including not including indirect costs. The following method was used to determine the proportionate share of indirect costs to be incurred with the five types of small business concerns in section 1:							
7.	The following individual is employed by the offeror/contractor and will administer the offeror/contractor's subcontracting program. This individual's name, address, phone number, and duties are:							
8.	The offeror/contractor will make the following efforts to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts:							
9.	The offeror/contractor (check one) will will not include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and the offeror/contractor (check one) will will not require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.							

Attachment B ED-IES-17-R-0014

10.	will	will not cooperat will not submit p determine the ex subcontracting p will not Submit S Individual Contra in accordance wi	te in any studies or surve periodic reports so that the tent of compliance by the lan; Standard Form (SF) 294 acts, and/or SF 295, Sur th paragraph (j) of claus	ne Government can ne offeror/contractor with the , Subcontracting Report for nmary Subcontract Report,
11.		ve been adopted to		eror/contractor concerning ements and goals in the plan,
12.	veteran-owned sma	all business, HUBZ		rts to locate small business, all disadvantaged business, ntracts to them:
Signe	rd:		Date:	
Name	: :			
Title:				

CONTRACTOR PERFORMANCE INFORMATION				
Contractor Name and Address (Identify Division)			1.	Contract Number:
		2.	Type of Contract:	
			3.	Contract Value (Current plus any unexercised options): \$
(Please	correct	the above as needed.)	4.	Period of Performance (including any option periods):
5. Description of R	equiren	nent:		
				and circle or type in the number below that corresponds to the see the attachment, which explains the rating scale.
Quality:	0 1 2 3 4	Comments:		
Problem Resolution:	0 1 2 3 4	Comments:		
Cost Control:	0 1 2 3 4	Comments:		
Timeliness:	0 1 2 3 4	Comments:		
Business Relations:	0 1 2 3 4	Comments:		
Customer Service:	0 1 2 3 4	Comments:		
7. Total score:				

U.S. Department of Education

Evaluated	by	:
-----------	----	---

Agency/Organization	_ Date
(In accordance with the Federal Acquisition Streamlining Act, the following information will r	not be released to the contractor.)
Name and Title	
Telephone number	
Signature	
F-mail address	

Please return this form to the following email address:

E-mail to: <u>Thomas.Smith@ed.gov</u> with a cc to: <u>Veronica.Price@ed.gov</u>

RFP: ED-IES-17-R-0014 Scientific Peer Review Support for the Institute of Education Sciences

Forms are due by 12:00 PM (Eastern Time) on June 2, 2017

SOURCE SELECTION INFORMATION—SEE FAR 3.104

Information entered on this form will be used in source selection decisions and is protected under subsection 3.104 of the Federal Acquisition Regulation. Do not disclose information entered on this form to the contractor or to any other person except as authorized by the Department of Education contracting officer.

Supplementary Questions

To assist the Department of Education contracting officer, we would greatly appreciate your taking the time to answer the following questions, if any, related to the contractor's past performance: N/A

Contractor Performance Evaluation

Instructions for Completing Contractor Performance Information Form

Based on the rating area elements presented below and the rating guidelines on the back of this sheet, please evaluate contractor performance in each of the rating areas. On the "Contractor Performance Information" form, circle (or type in the "Comments:" area) the rating from 0 to 4 that most closely matches your evaluation of the contractor's performance. Please add written comments for each rating. If you wish, you may attach additional comments or information. We would also appreciate your answers to the specific questions, if any, on the back of the form. Please return the form to the address indicated on the back of the form. Thank you for your time and your cooperation.

The Department of Education will use the information from this form to evaluate offerors competing for contract awards. We may release the information from this form to the contractor during negotiations or debriefings. If we release information from this form, we will not release your name to the contractor.

Elements within Each Rating Area

Quality of Product or Service

- Compliance with contract requirements
- Accuracy of reports
- Appropriateness of personnel
- Technical excellence

Problem Resolution

- Anticipates and avoids or mitigates problems
- Satisfactorily overcomes or resolves problems
- Prompt notification of problems
- Pro-active
- Effective contractor-recommended solutions

Cost Control

- Within budget
- Current, accurate and complete billings
- Costs properly allocated
- Unallowable costs not billed
- Relationship of negotiated costs to actual
- Cost efficiencies

Timeliness of Performance

- Meets interim milestones
- Reliable
- Stays on schedule despite problems
- Responsive to technical direction
- Completes work on time, including wrap-up and contract administration

No liquidated damages assessed

Business Relations

- Effective management
- Use of performance-based management techniques
- Business-like concern for the customer's interests
- Effective management and selection of subcontractors
- Effective small/small disadvantaged business subcontracting program Reasonable/cooperative behavior
- Effective use of technology in management and communication
- Flexible
- Minimal staff turnover
- Maintains high employee morale

Resolves disagreements without being unnecessarily litigious.

Customer Service

- Understands and embraces service and program goals
- Team approach with the customer
- Satisfaction of end users with the contractor's service
- Positive customer feedback
- Prompt responses
- Courteous interactions
- Effective escalations and referrals
- Initiative and proactive improvements
- Creative service strategies

Rating Guidelines

Quality of Product or Service

0 - Unsatisfactory Nonconformance jeopardizes the achievement of contract goals; default.

1 - Poor Nonconformance requires major agency intervention to ensure achievement of

contract goals; show cause or cure notices.

2 - Fair Quality meets specifications in most cases, however, some agency intervention

required to ensure achievement of contract requirements.

3 - Good Quality meets specifications in all cases.4 - Excellent Quality exceeds specifications in some cases.

Problem Resolution

0 - Unsatisfactory Inadequately resolved problems jeopardize contract goals.

1 - Poor Significant agency intervention required to resolve problems jeopardizing

contract goals.

2 - Fair Some agency intervention required to resolve problems jeopardizing contract

goals

3 - Good Successfully overcomes or resolves all problems and achieves contract goals

with minimal agency intervention.

4 - Excellent Anticipates and avoids most problems and successfully overcomes all

unforeseen problems.

Cost Control

0 - Unsatisfactory Cost increases jeopardize achievement of contract goals; or billings routinely

include unallowable costs.

1 - Poor Significant cost increases; or some inaccurate billings including some with

unallowable costs.

2 - Fair Minor cost increases; or some inaccurate billings, but a minimal (1-2) number

with unallowable costs.

3-Good Contractor performed within costs; but some late billings, none with

unallowable costs.

4 - Excellent Costs were less than the amount cited in the contract; and billings accurate and

timely

Timeliness of Performance

0 - Unsatisfactory Delays jeopardize the achievement of contract goals.

1 - Poor Other significant delays.

2 - Fair Minor delays.

3 - Good All deliverables on time.

4 - Excellent All deliverables on time with some ahead of schedule; or stays on schedule

despite unforeseen circumstances.

Business Relations

0 - Unsatisfactory Unethical or illegal business practices.

1 - Poor
2 - Fair
Business practices are not attuned to customer support.
Business practices are somewhat attuned to customer support.

3 - Good Business practices focus on customer support.

ATTACHMENT C- Past Performance Evaluation Form

ED-IES-17-R-0014

4 - Excellent Highly effective, proactive business practices focused on customer support.

Customer Service

0 - Unsatisfactory Response to service requests is routinely late, ineffective, or rude; customers

express frustration or anger about many interactions; complaints are

unresolved; contractor seems unaware of service issues.

1 - Poor Response to service requests is often late, ineffective or rude; some complaints

are resolved.

2-Fair Response to service requests is uneven in timing or effectiveness; customer

interactions are tenuous; contractor is trying hard and understands service

issues.

3 - Good Response to service requests is timely, effective and courteous; customers

express positive feedback; delivery of service is smooth and organized; collects

customer feedback; customer problems are resolved well.

4 - Excellent Response to service requests is timely, effective and courteous; the contractor is

proactive in building good relations with customers, proposing new service strategies, analyzing and reporting on service loads and collecting and using

customer feedback.

Attachment D ED-IES-17-R-0014

Billing Instructions

NOTE: Payment Schedule to be incorporated at award.

The Department wants all of our contractors to understand how the Department processes invoices (see Note at the bottom of the Billing Instructions). The basic rule is this; we pay you within 15 days of receipt of a proper invoice. There are two key terms that determine when the clock starts—receipt and proper invoice.

Receipt occurs on the latter of:

- 1) Invoices are transmitted electronically, following the procedures in contract clause, 306-1b Invoice and Contract Financing Requests Submission Invoice Processing Platform (December 2013). We look for the date a readable transmission is received by our office, or if it is received after normal working hours we will use the next business day.
- 2) The seventh day after the date on which the property is actually delivered or the performance of services is actually completed. This date may <u>not</u> be accurate if the contract calls for a longer acceptance period or if we actually accept goods or services before the seventh day. (5 CFR § 1315.4)
- 3) On the date of delivery, if specified in the contract.
- 4) On the date placed on the invoice by the contractor, if we fail to annotate the date of receipt in our office.

An invoice is deemed proper when:

We receive your invoice containing the following information:

- 1) Name of vendor
- 2) Invoice date
- 3) Government contract number (10 digits)
- 4) Vendor invoice number, account number, or other number identified in the contract
- 5) Description (including, for example, contract line/subline number), price, and quantity of goods or services rendered.
- 6) Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
- 7) TIN (unless mutually agreed that this information is only required in the contract)
- 8) Banking information for payment by EFT (unless mutually agreed that this information is only required in the contract)
- 9) Contact name (where practicable), title and telephone number
- 10) Other substantiating documentation or information required by the contract. This documentation should include information regarding where the requested funds were spent. We need to see detailed labor hours per task, travel expenses (where travelers went, transportation costs, etc.), supplies purchased, etc.

Attachment D ED-IES-17-R-0014

If the Department determines that your invoice is not proper, we will return it to you and identify all defects that prevent payment. You should correct the invoice and return it to us for payment.

NOTE-There is a difference between an invoice and a voucher. Since the FAR refers to "proper *invoices*" when applying the Prompt Payment Act, we will use the term *invoice* also. This does not mean that vouchers are not covered in the same manner.

Item # 10 above is, in our experience, the most problematic for our contractors. The following explanation may help you to think about the types of information to include in your invoices/vouchers.

According to the Federal Acquisition Regulations (FAR) 16.301-3, paragraph (a)(2), a cost-reimbursement contract requires, "Appropriate Government surveillance during the performance [that] will provide reasonable assurance that efficient methods and effective cost controls are used." This "surveillance" not only comes in the form of monthly reports, but more importantly, in *invoicing*.

You have the responsibility to request reimbursement of your recorded costs; in other words, to submit an invoice on a regular basis. FAR 52.216-7, paragraph (b) defines the term *costs* to include the following: materials issued from the contractor's inventory and placed in the production process for use on the contract; direct labor; direct travel; other direct in-house costs; and reasonable, allocable, and allowable indirect costs (see FAR 31), as shown in the records maintained by your company for purposes of obtaining reimbursement under a Government contract. The Government has the responsibility to pay the invoice, *after* determining which of the *costs* are reasonable, allocable, and allowable. To make this determination we must receive a detailed reasonable, allocable, and allowable invoice with the *costs* broken out, and all supporting documentation attached.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-11)

K. 2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(Reference 52.204-5)

K. 3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611 Administrative Management and General Consulting Services
 - (2) The small business size standard is \$15,000,000
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - /_/ (i) Paragraph (d) applies.
- $/_/$ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans` Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.
- Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
 - [Contracting Officer check as appropriate.]
 - (i) 52.204-17, Ownership or Control of Offeror.
 - (ii) 52.204-20, Predecessor of Offeror.
 - (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 - (vii) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
 - (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	 Title 	 Date 	 Change
İ		İ	

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K. 4 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(Reference 52.204-16)

K. 5 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(Reference 52.204-17)

K. 6 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(Reference 52.204-19)

- K. 7 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)
- (a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances. (b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years. (c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following

information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).(End of provision)

X. 8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV

(Reference 52.209-2)

- K. 9 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)
 - (a)

2015)

- (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--
- (A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing apublic (Federal, State, or local) contract or subcontract; violation of Federal or State antitruststatutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making falsestatements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks ``have``, the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (D) Have /_/, have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples.
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ?? 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ?? 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ?? 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) ``Principal,`` for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to ProsecutionUnder Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror`s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 10 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at https://www.acquisition.gov (see 52.204-7).

(End of provision)

- K. 11 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
 - (b) The Offeror represents that--
- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is $[\]$ is not $[\]$ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

- K. 12 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)
 - (a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in $38\,$ U.S.C. 101(2), with a disability that is service-connected, as defined in $38\,$ U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
- (i) One or more socially disadvantaged (as defined at 13 CFR $\,$ 124.103) and economically disadvantaged (as defined at 13 CFR $\,$ 124.104) individuals who are citizens of the United States, and

- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition. Veteran-owned small business concern means a small business concern--
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans. Women-owned small business concern means a small business concern--
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
- (b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611 Administrative Management and General Consulting Services NAICS code].
 - (2) The small business size standard is \$15,000,000 size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it [square] is, [square] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--
- (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___--.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--
- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___--.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or

HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:

 ___--.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(d) Notice.

- (a) It $/_/$ has, $/_/$ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It $/_/$ has, $/_/$ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It $/_/$ has developed and has on file, $/_/$ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It $/_/$ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K. 15 52.222-38 COMPLIANCE WITH VETERANS` EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

(Reference 52.222-38)

- K. 16 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OFRATIONS IN SUDAN--CERTIFICATION (AUG 2009)
 - (a) Definitions. As used in this provision--

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel,

products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
 - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K. 17 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)

(Reference 52.225-25)

K. 18 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

- I. Disclosure Statement-Cost Accounting Practices and Certification
- (a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submissionby providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:
- $/_/$ (1) `Certificate of Concurrent Submission of Disclosure Statement.` The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statementhave been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) One copy to the cognizant Federal auditor.

the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition
Regulation.)
Date of Disclosure Statement:
Name and Address of Cognizant ACO or Federal Official Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal
are consistent with the cost accounting practices disclosed in the Disclosure Statement.
/_/ (2) ``Certificate of Previously Submitted Disclosure Statement.`` The offeror hereby certifies
that the required Disclosure Statement was filed as follows:
Date of Disclosure Statement:
Name and Address of Cognizant ACO or Federal Official
Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal
are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.
/_/ (3) `Certificate of Monetary Exemption.` The offeror hereby certifies that the offeror,
together with all divisions, subsidiaries, and affiliates under commoncontrol, did not receive net
awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in
the cost accounting period immediately preceding the period in which this proposal was submitted. The
offeror further certifiesthat if such status changes before an award resultingfrom this proposal, the
offeror will advise the Contracting Officer immediately.
/_/ (4) ``Certificate of Interim Exemption.`` The offeror hereby certifies that (i) the offeror
first exceededthe monetary exemption for disclosure, as defined in(3) of this subsection, in the cost accounting periodimmediately preceding the period in which this offer was submitted and (ii) in
accordance with 48 CFR 9903.202-1, the offeror is not yet required to submita Disclosure Statement.
The offeror further certifies that if an award resulting from this proposal has not been made within
90 days after the end of that period, the offeror will immediately submit a revised certificate to
the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part Iof this
provision, as appropriate, to verify submission of a completed Disclosure Statement.
Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime
contract or subcontract of \$50 million or more in the current cost accounting period may not claim
this exemption (4). Further, the exemption applies only in connection with proposals submitted before
expiration of the 90-day period following the cost accounting period in which the monetary exemption
was exceeded.
II. Cost Accounting Standards-Eligibility for Modified Contract Coverage
If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do
so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the
resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in
lieu of the Cost Accounting Standards clause.
/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the
provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the
Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting
period immediately preceding the period in which this proposal was submitted, the offeror received
less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further
certifies that if such status changes before an award resulting from this proposal, the offeror will
advise the Contracting Officer immediately.
Caution: An offeror may not claim the above eligibility for modified contract coverage if this
proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if,
during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.
III. Additional Cost Accounting Standards Applicable to
Existing Contracts The offeror shall indicate below whether award of the contemplated contract would, in accordance
with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost
accounting practices affecting existing contracts and subcontracts. /_/ yes /_/ no
accounting practices arrecting extering contracts and subcontracts. /_/ yes /_/ no
(End of Provision)
K. 19 52.230-7 PROPOSAL DISCLOSURE COST ACCOUNTING PRACTICE CHANGES (APR 2005)

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes. Yes

- If the offeror checked "Yes" above, the offeror shall--
- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K. 20 3452.209-70 CONFLICT OF INTEREST CERTIFICATION (MAY 2011)

(a)

- (1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:
- (i) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.
- (ii) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.
- (iii) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:
- (A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- (B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or
- (C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.
- (2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
- (3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.
- (b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).
- (c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other

remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

- (d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.
- (e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).
- (f) Conflict of Interest Certification.

The offeror,	, hereby certifies that, to the best of its knowledge and belief,
there are no present or currently	planned interests (financial, contractual, organizational, or
otherwise) relating to the work	to be performed under the contract or task order resulting from
Request for Proposal No	that would create any actual or potential conflict of interest
(or apparent conflicts of interest	t) (including conflicts of interest for immediate family members:
spouses, parents, children) that v	would impinge on its ability to render impartial, technically sound,
and objective assistance or advice	ce or result in it being given an unfair competitive advantage. In
this clause, the term "potential	conflict" means reasonably foreseeable conflict of interest. The
offeror further certifies that it	has and will continue to exercise due diligence in identifying
and removing or mitigating, to the	e Government`s satisfaction, such conflict of interest (or apparent
conflict of interest).	

Offeror`s Name	
RFP/Contract No.	
Title	
Date	

(End of Clause)

K. 21 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [_] does, [_]does not, have an approved accounting system for
purposes of cost reimbursement under this requirement. If so, specify the
approving government audit agency or office and the date of approval.
(Date)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(Reference 52.204-7)

L. 2 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)--ALTERNATE I (OCT 1997)

(Reference 52.215-1 I)

L. 3 Instructions to Offerors

INSTRUCTION TO OFFERORS SCIENTIFIC PEER REVIEW SUPPORT FOR THE INSTITUTE OF EDUCATION SCIENCES (IES)

NOTICES TO OFFERORS: FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisition, shall apply to this submission. The outside of the proposal packaging, the cover of each proposal, and the header of each proposal page shall contain the title "Scientific Peer Review for the Institute of Education Sciences." The Government will evaluate proposals in accordance with the evaluation criteria set forth in the Technical Evaluation Criteria of this request for proposals. It is understood that the proposal will become a part of the official contract file.

This Request for Proposal (RFP) does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this acquisition.

Offerors shall prepare separate technical and business/cost proposals for the project. The technical proposals must not contain reference to specific costs, although resource information may be included so that the offeror's understanding of the scope of the work may be evaluated. Cost information must be restricted to the business proposal. The offeror must include past performance information in the technical proposal (as outlined on p. 5-6). Each proposal must be separate and complete in itself so that evaluation of one may be accomplished independently of the other.

An official authorized to bind your organization must sign the proposal. Offerors must submit the technical proposal electronically in WORD AND PDF format and the cost proposal electronically as an EXCEL WORKBOOK (including a summary sheet) with a narrative description of costs electronically in PDF format. The separate proposal volumes shall be submitted electronically as separate documents to Thomas.Smith@ed.gov (Contract Specialist) and Veronica.Price@ed.gov (Contracting Officer). If an email's attachment size exceeds 20MB, it is recommended that the offeror break up the proposal into smaller attachments in separate emails. If the submission exceeds 20MB, the Department may not receive the proposal. Offerors are encouraged to conserve paper by copying double-sided. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content.

Proposals are due by 12:00 pm Eastern Time (ET) on June 2, 2017.

Proposal Validity Period

The proposal must list the names and telephone numbers of persons authorized to conduct negotiations, and a statement to the effect that the proposal is firm for a period of at least 90 calendar days from the date of receipt of proposals specified within this RFP.

Clarification Questions

The U.S. Department of Education (the Department) will accept clarification questions from potential offerors. Clarification questions must be submitted by the due date, which is 12:00 pm ET, on May 11, 2017. All questions must be submitted electronically to Thomas.Smith@ed.gov with a carbon copy to Veronica.Price@ed.gov. The Department does not guarantee that a response will be given to clarification questions submitted after the due date/time. Offerors will not receive a response until all questions have been received by the due date. All questions and answers will be posted on the Federal Business Opportunities web site (www.FBO.gov). It is the prospective offeror's responsibility to monitor this site.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors. This information will be sent to all offerors that respond to the RFP.

General Instructions for the Technical Proposal (Volume I)

Through the technical proposal, the offeror must show a thorough understanding of the goals and activities of the PWS and demonstrate that the proposed staff have the necessary experience and expertise to meet task objectives. While the intent of each task is spelled out in the PWS, this must be considered a starting point and technical proposals must include detailed work plans and illustrative examples where needed to fully describe the offeror's plans to accomplish each task and the relevant deliverables. A proposal that simply repeats the language of the PWS without specifying the offeror's plan will be considered ineligible for award.

It is important that the offeror completely address all of the tasks described in the PWS and provide enough detail on the offeror's approach to each task to allow a review panel to adequately judge that approach. The panel will not make assumptions or guesses.

Offerors are encouraged to suggest improvements to the approaches detailed in the PWS, along with a justification of the merits of these alternative approaches. Offerors may find it necessary to make adjustments to the schedule provided in the PWS, in accordance with the newly proposed strategies and/or procedures. In this case, offerors shall clearly identify any changes in the schedule and explain their rationale.

Technical proposals must not exceed 85 double-spaced pages with a 12-point font size and margins of at least 1 inch. The page limit **includes** the narrative and corresponding tables/graphics, abstracts of current corporate work, and lists of the current contractual commitments of proposed staff. The page limit does not include the appendix containing résumés for key project staff, subcontracting agreements, and letters of commitment. Each resume must be no more than 4 pages and must clearly demonstrate that individuals have the skills to perform the work for which they are proposed. The Department is not responsible for reviewing any proposal that exceeds the maximum page limit.

All pages must be numbered consecutively, including appendices. Offerors shall use the format and content requirements detailed below in preparing their technical proposals.

Additional Information from IES – Estimates and Timeline

Below is a list of estimated figures and typical timeline to assist the Contractor with assessing their ability to execute the requirements for this contract. The actual numbers will fluctuate each fiscal year based on the number of Requests for Applications (RFAs) released by the IES Centers.

Estimates (each fiscal year):

Estimated number of discretionary research grant competitions: 9-11

Estimated number of discretionary research grant applications: 900-1000

Estimated number of discretionary research grant letters of intent (LOIs): 950-1050

Estimated number of scientific peer review panels: 20-30

Estimated number of peer reviewers per panel: 7-24

Estimated number of peer reviewers (including discretionary research grant reviewers, report manuscript

reviewers, and unsolicited grant reviewers): 300-350

Estimated number of unsolicited grant applications: 5-10 Estimated number of report manuscripts: 50-100 (approximately 45 will require external review)

IES's Annual Discretionary Grant Competitions – Historical Information

	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Number of discretionary research			
grant competitions held	7	9	10
Letters of Intent Received for			
discretionary research grant			
competitions	1077	1274	995
Discretionary research grant			
applications Received	963	1119	948
Number of discretionary research			
grant peer review panels held	20	26	26
Number of discretionary research			
grant reviewers (total)	337	458	400

Overview of a typical schedule for the review of annual discretionary grant applications (each fiscal year):

March-May Notice inviting applications is published in the Federal Register and RFAs are

posted at http://ies.ed.gov/funding/

May-June Receipt of letters of intent (LOIs). Contractor receives LOIs, creates and

transmits reports to IES via the Peer Review Information Management Online

(PRIMO) system.

June-July IES staff begins reviewer recruitment (and continues through

November/December). Contractor is making the necessary preparations for

application receipt.

August Receipt of Applications. Contractor coordinates with the Department's G5 team

to transfer applications to PRIMO.

Contractor and IES simultaneously conduct compliance and responsiveness

screenings (continues through September)

Contractor begins peer review panel meeting planning (hotel identification, etc.)

September Contractor makes an online Applicant Notification System (ANS) available and

sends invitation emails sent to applicants.

October Fall peer review panel meetings, if applicable.

IES staff begin assigning applications and reviewers to panels and panel sections.

November Contractor receives final assignments of applications and reviewers to panels and

panel sections from IES and contacts panel members to obtain necessary documents (including a Panel Member Agreement) and works with panel

members to obtain conflict of interest information.

December IES staff finalize assignments of applications to primary reviewers.

Contractor provides all necessary review materials to reviewers, and works with

IES staff to establish reviewer training webinars.

Contractor informs reviewers that they may begin working on their application reviews, monitors reviewers' progress, and works to finalize logistical details for

peer review meetings (continues into January).

January-February Critiques and preliminary scores are due from reviewers. Contractor monitors

reviewer compliance with due dates, conducts quality control activities and conveys information to IES staff. IES staff performs triage of applications and sets an order of review for February/March panel reviews. Contractor staff

convey triage and order of review information to reviewers.

February-March Spring peer review panel meetings.

Contractor releases final scores to applicants via the ANS.

March Contractor delivers peer review summary statements to IES and releases

summary statements and regret letters to applicants via the ANS.

<u>NOTE</u>: This is a typical schedule for the bulk of IES's research grant applications. Our annual schedule depends on the competitions run by the IES Centers. There may be other or different competitions run on different cycles, and it is possible some may be on accelerated timelines or rolling basis. Some review panels could be held in the fall and some, smaller panels could be held virtually by video teleconference (VTC) panel.

Technical Proposal Format and Contents

Proposals must include, but are not limited to, each of the following sections:

- A cover sheet with the name and address of the firm and signed by an officer of the firm.
- Table of Contents. The Table of Contents must provide a means of quickly accessing important points of discussion in the proposal. The table of contents must also provide the name of the senior author (and coauthors, if applicable) of each section. Authors' names must be listed in order of writing contribution (most to least).
- Introduction. The offeror must provide an overview that demonstrates knowledge of: (a) the IES peer review procedures for the peer review of discretionary research grant applications, unsolicited research grant applications, and IES reports and (b) the integrated support system that IES uses to carry out its responsibilities with regard to peer review of applications and reports. In addition to demonstrating expertise, the introduction shall also briefly describe the proposal and provide rationale for why the proposed approach will meet the intent and requirements of the contract and must describe ways in which the approach is unique, insightful, or particularly comprehensive.
- Technical Approach (Task Descriptions). This section shall completely and concisely explain
 the strategies, operations, and procedures the offeror proposes to achieve the contract's
 objectives, addressing each task and subtask in the order presented in the PWS. This section must

include a discussion of any potential issues that might arise and the proposed means to address them

- Management Plan and Timelines. The offeror shall present a proposed timeline that includes start and end dates for each project task and activity. It must be clear when work related to each subtask and deliverable will be accomplished, the key staff responsible for the work, and how time for the Department approval of deliverables has been budgeted. In building their timelines, offerors must assume a contract award date of July 17, 2017.
- Transition-in activities. The Contractor shall provide an incoming transition plan for 30 business days from the existing contract to the new contract. A sample plan shall initially be submitted with the Offeror's proposal and updated after award. After award, but no later than 48 hours, the Contractor shall begin to coordinate with the COR to plan and implement a complete transition. A final transition-in plan will be due to the COR within 15 business days of award.

The transition-in plan will describe in detail how the Contractor shall transition in to the resultant contract to include being capable of providing full performance on the day after the end of the transition-in period. The Contractor shall consider including in the transition-in plan a schedule for meeting with the existing support contractor to discuss the transition and collect and necessary materials that are necessary for the transition. The COR will provide contact information for the existing contractor.

- Transition-out activities. The Contractor shall provide an outgoing transition plan for 60 business days from the existing contract to the follow-on contract. The plan shall initially be submitted with the Offeror's proposal and updated after award. This transition may be to a government entity, another Contractor, or to the existing Contractor under a new contract. The Contractor shall assist the COR in planning and implementing a complete transition from this Contractor to the successful offeror. The plan shall include formal communication with government staff and successor management and staff. The plan shall also include delivery of copies of existing policies and procedures, and delivery of required metrics, statistics and requirements documents. A schedule for deliverables will be determined at a later date.
- Proposed Personnel. This section shall provide the names of the proposed project director, other
 key personnel, subcontractors, and consultants. Offerors must indicate the number of proposed
 hours for each staff person (including subcontractors and consultants) by task as well as in total
 and must describe the specific responsibilities of each proposed staff person. A narrative
 description that clearly describes how staff qualifications relate to the requirements of the PWS
 and proposed task assignments must be included.

To indicate the availability of staff persons to work on this contract, offerors must also indicate the proportion of each staff person's time (including subcontractors and consultants) that is committed to current and pending federal and non-federal projects by year during the anticipated period of performance of this contract. The offeror must also indicate the proposed proportion of each staff person's time that would be committed to the current contract during this time frame.

Any sub-contractual arrangements shall be described thoroughly and it must be clear which tasks will be completed by sub-contractors and the role that they will play. The offeror shall assure that proposed subcontractors/consultants are free of conflicts of interest that might bias their approach to this work. Letter(s) by proposed subcontractors/consultants indicating willingness to serve, if the offeror is selected, shall be included within the offeror's proposal as an appendix. The offeror

shall ensure that all subcontracts or consultant agreements contain all prime contractor clauses that are required to flow down into all relevant subcontracting and consultant agreements.

This section must be accompanied by an appendix that includes résumés of no more than 4 pages each for key staff members. The resumes must include educational and professional background and must highlight experience relevant to the contract.

Organizational Capabilities and Experience. This section shall include an organizational chart
with an accompanying description of functional responsibilities, applicable prior corporate
experience to carry out those responsibilities, lines of communication, and authority for project
management along with mechanisms for quality, timeliness and cost control. Applicable prior
corporate experience must include evidence of successful experience with projects that are similar
to the current project in terms of the specific tasks to be performed and the level of effort
required.

In addition, offerors shall provide a complete list of the title, contract or grant number, award date, end date, and dollar amount of all contracts and grants with the U.S. Department of Education that are current or ended after April 1, 2014. This list and the discussion of corporate experience shall be provided for any proposed subcontractors and consultants as well as for the proposed prime contractor. For contracts or grants directly relevant to this procurement—either as a basis for corporate qualifications or as a source of potential conflicts of interest—a brief summary of the contract or grant activities shall also be provided.

• Small Business Participation and Plan. The Department values an approach where substantive work is performed in a meaningful capacity by small businesses more highly than an approach where only menial work is performed by small businesses. A meaningful capacity for substantive work includes work other than courier services and office supplies. Therefore, a valued approach for the anticipated contract will be one where technical, analytical, data collection or another significant service is performed by a qualified small business.

Offerors shall state the work to be performed by a small business(es), the name of the small business(es), the socio economic status of each small business concern, and the percentage of work proposed to be performed by each small business concern (by and for each performance period, inclusive of option years), but NO COST INFORMATION SHALL BE PROVIDED.

Past Performance

To support the technical proposal, offerors shall submit information about three contracts, completed in the last four years or currently in process, but beyond the first year of the contract, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. The "Contractor Performance Information" form (Attachment C) shall be used to collect this information from references. The three contracts may include those entered into with the Federal Government, agencies of State and local governments and/or commercial customers. Contracts with the parent company or an affiliate of the offeror may not be used.

Each reference is to complete the form and return it to the Contract Specialist, Thomas Smith, as prescribed on the form. Completed forms from references are due on the same day as Technical and Business Proposals under this solicitation. Request that the reference please return the completed form, via email, by the time and date on the form, to the following:

E-mail to: Thomas.Smith@ed.gov and a cc to: Veronica.Price@ed.gov

The Source Selection Official/Contracting Officer reserves the right to obtain past performance information from other services such as CPARS and FAPIIS. The Government also reserves the right to obtain past performance information from other sources. Consideration of the offeror's reputation in terms of quality, problem resolution, cost control, timeliness, business relations and customer service will be evaluated.

Business Proposal (Volume II)

The Department anticipates awarding a Cost Reimbursement contract through a full and open competition. The Department anticipates fully-funding the base period at time of award and subsequently, anticipates fully-funding each option year, at the time of exercise.

The offeror shall submit proposed costs for each task and subtask and for the project overall, for each performance period. The proposed budget for each task shall include the number of hours each staff person is expected to commit. There is no page limitation for the business proposal. Please verify that the contents of the business proposal are mathematically accurate and the supporting data reconcile in the proposal.

NOTE TO OFFERORS - It is required that your business proposal contain enough information for a cost realism determination to be made. Offerors are expected to use their best business judgment in submitting the necessary information. The Contracting Officer can reject an offeror's proposal if a negative cost realism determination is made, or if proposed costs are found to NOT be reasonable. Federal Acquisition Regulation (FAR) 15.404-1 states, "cost realism means the costs in an offeror's proposal are a) realistic for the work to be performed; b) reflect a clear understanding of the requirements; and c) are consistent with the various elements of the offeror's technical proposal." As such, Offerors' proposals must contain identification of cost or pricing data (i.e., data that are verifiable and factual) and an explanation of the estimating process. When applicable, the following items must be specifically identified; e.g., Other Administrative Data (Refer to FAR 15.408, Table 15-2 I.C.). Please verify that the contents of the business proposal are mathematically accurate and the supporting data reconcile in the proposal.

Additional Information from IES - Honorarium Policy

IES grant application reviewers who complete and submit all review assignments and who attend in person the onsite peer review meeting are typically given an honorarium of \$2,000.

For reviewers who participate as VTC reviewers, the honorarium amount is typically \$1,500.

Report manuscript reviewers and unsolicited grant application reviewers who complete and submit their reviews are typically given honoraria of \$500 for an unsolicited grant application review; or \$200, \$400, \$600, or \$800 for report manuscript review, depending primarily on the length of the report manuscript.

The purpose of this policy is to outline circumstances when all or part of an honorarium is withheld from a reviewer serving on an Institute peer review panel and to provide consistent guidance for handling of such issues.

Scientific Peer Reviewers

1. When will reviewers already scheduled to participate in an onsite meeting be entitled to an additional ad hoc honorarium for service on a second panel?

When the addition of assigned applications for an ad hoc review increases assignments to greater than ten (10) applications, reviewers will receive an additional \$250. However, if a reviewer both serves on a grant application review panel and completes one or more report manuscript or unsolicited grant application reviews within the same fiscal year, the reviewer may receive both types of honoraria.

- 2. What obligation does the Institute have to pay reviewers who were unable to travel to a meeting (e.g. due to weather or canceled flights) and end up participating by teleconference?
 - Due to weather/airline participation by teleconference (TC): If all reviews are completed, 100% of honorarium.
 - Family emergency/illness participation by TC: If all reviews are completed, 100% honorarium; if some reviews are not completed/un-submitted, 80% of honorarium.
 - Unable to travel due to undisclosed reason/late changes participation by TC: if all reviews are completed, 80% of honorarium.
 - No onsite or teleconference participation and reviews are completed: 60% of honorarium will be paid.
 - No onsite or teleconference participation and reviews are not completed: 0% of honorarium will be paid.
 - For report manuscript and unsolicited application reviews: 0% of honorarium if the review is not returned; 80% of honorarium if the review is received after an agreed-upon due date.

Ad Hoc Reviewers (onsite or video teleconference)

• For reviewers with no other assignments: \$250 for each application reviewed. Ad hoc reviewers are assigned between one (1) and four (4) applications to review. Typically, no more than three (3) or (4) ad hoc members are used to supplement a panel.

Business Proposal Contents

Proposals must include each of the following:

- A cover sheet with the name and address of the firm and signed by an officer of the firm.
- Abstract. A one-page summary is to be provided abstracting the proposal contents in language
 understandable to an informed layperson. The abstract shall indicate full acceptance of the
 solicitation requirements or note any Offeror or assumptions justified. A summary chart showing
 the proposed Cost Reimbursement costs for each performance period shall be included. Totals for
 each performance period must be incorporated into the chart.
- Cost Accounting, Estimating, and Purchasing System Information. The offeror shall include
 information on the status of your accounting system, estimating system, purchasing system. If
 these systems have been reviewed and approved by a Government Agency, include a copy of the
 approval letter. If they have not, offerors must state so and provide a justification for all proposed
 costs. The Government reserves the right to not award a contract to a company that does not have
 an approved accounting, estimating, and purchasing system.
- Breakdowns for Other Direct Costs. Offerors shall submit proposed costs itemized for each
 task/subtask, as well as a total proposed cost for the entire work to be performed under each
 performance period. The proposed budget for each task and subtask must indicate the number of
 hours being proposed for each staff person and breakdowns of direct charges for materials,

supplies, consultants, equipment, telephone, copying, travel, and any other major budget items, as well as indirect cost rates used in preparing the cost estimate. Indirect rates shall be in accordance with your current provisional billing rate agreements. A copy of current indirect rate agreements shall be included with the business proposal.

The business proposal must also include costs itemized by project year.

- Subcontractor Cost(s). Offerors must submit its price/cost analyses of all subcontractors
 proposed whose costs exceeds the threshold for certified cost or pricing data (as applicable). The
 following information must be addressed (as applicable):
 - If a subcontract proposal exceeds the threshold for certified cost or pricing data (FAR 15.403-4(a)) and is not otherwise exempt from other exceptions in accordance with FAR 15.403-1(b), please include the prime contractor's price/cost analyses establishing the reasonableness of each subcontract price.
 - o In accordance with the thresholds in FAR 15.404-3(c) and FAR 15.408, Table 15-2 II.A.(2), Cost and Pricing data, a copy of each subcontractor's proposal must be provided.
 - o Identify in the proposal the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract priced on a competitive basis (FAR 15.408, Table 15-2 II. A. (1)) exceeding the threshold at FAR 15.403-4(a).
 - O Additionally, in accordance with FAR 52.215-22 Limitations on Pass-through Charges Identification of Subcontract Effort, if applicable, if the Offeror intends to subcontract more than 70% of the total cost of work to be performed, the proposal must identify (i) the amount of the Offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s) and (ii) a description of the added value provided by the Offeror as related to the work to be performed by the subcontractor(s).
- Small Business Subcontracting Plan. All Offerors who are not designated as a small business in the stated NAICS Code for this requirement must submit a Small Business Subcontracting Plan for review, to satisfy the applicable requirements of 48 CFR 52.219-9 II. A template (Attachment B) has been provided to facilitate this process. Offerors must submit the template and a small business subcontracting plan that contains all information and elements required by FAR 19.7.

FY 2017 Prime and Subcontracting Goals		Sub
Small Business	22.50%	31.00%
Small Disadvantaged Business (SDB)	5.00%	5.00%
Women-Owned Small Business (WOSB)	5.00%	5.00%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3.00%	3.00%
Historically Underutilized Business Zones (HUBZone) Small Business	3.00%	3.00%

For this requirement, the goal of 31% or more of the total subcontract dollars be subcontracted to small businesses is to be considered a mandatory minimum. If a Plan does not meet the mandatory minimum goal, the proposal shall be considered non-responsive, and not be reviewed. To the extent that the Plan fails to meet any of the other of the Department's 2017 small business subcontracting goals (i.e., 5% or more of the total subcontract dollars be subcontracted to SDB concerns, 5% or more of the total subcontract dollars be subcontracted to WOSB concerns, 3% or more of the total subcontract dollars be subcontracted to HUBZone small business concerns, and 3% or more of the total subcontract dollars be subcontracted to SDVOSB

concerns), the offeror shall include a statement in its business proposal describing the efforts that the offeror will make to identify subcontracting opportunities in the future.

Offerors must submit a price/cost breakdown for any subcontractor/consultant whose costs exceed the threshold for certified cost or pricing data (as applicable). The following information must be addressed (as applicable):

- If a subcontract/consultant proposal exceeds the threshold for certified cost or pricing data (FAR 15.403-4(a)) and is not otherwise exempt from other exceptions in accordance with FAR 15.403-1(b), please include the prime contractor's price/cost analyses establishing the reasonableness of each subcontract/consultant price.
- In accordance with the thresholds in FAR 15.404-3(c) and FAR 15.408, Table 15-2
 II.A.(2), Cost and Pricing data, a copy of each subcontractor's/consultant's proposal must be provided (as an appendix to the business proposal).
- Identify in the proposal the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract priced on a competitive basis (FAR 15.408, Table 15-2 II. A. (1)) exceeding the threshold at FAR 15.403-4(a).
- Additionally, in accordance with FAR 52.215-22 Limitations on Pass-through Charges Identification of Subcontract Effort, if applicable, if the offeror intends to subcontract more than 70% of the total cost of work to be performed, the proposal must identify (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s)/consultant(s) and (ii) a description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s)/consultant(s).
- Labor Rates. Offerors shall submit their labor rates broken out, not fully loaded. Offeror's labor rate must be consistent with their current labor rates. Offerors are permitted to propose discounted rates to improve the competitiveness of their proposal. The labor mix and labor categories proposed must be consistent with the personnel proposed in the technical proposal. Any rate higher than \$800 per day for any proposed consultant requires justification.
- Offerors shall include a statement to the effect that should it become necessary for the Government to exercise FAR 52.217-8 Option to Extend Services, the rates in effect for the respective period of performance shall remain in effect for the duration of the extension period.

Conflict of Interest

The offeror and all proposed subcontractors and consultants shall fill out the Conflict of Interest Certification in Section K (3452.209-70-Conflict of Interest Certification (May 2011)) of this solicitation. All Conflict of Interest Certifications are to be submitted with the offeror's Business Proposals.

The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest) that would call into question the independence and validity of IES's scientific peer review procedures. The Plan must also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan must indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies must address, at

a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest must be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

The thoroughness, completeness, and effectiveness of the Plan shall be evaluated as part of the offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful offeror.

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L. 4 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(Reference 52.215-16)

- L. 5 52.215-20 III REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)--ALTERNATE III (OCT 1997)
 - (a) "Exceptions from certifiedcost or pricing data."
- (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) "Requirements for certified cost or pricing data." If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media:

(End of Provision)

L. 6 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(Reference 52.215-22)

L. 7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Reimbursement contract contract resulting from this solicitation.

(End of Provision)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Dept. of Education, 550 12th St. SW-7th Floor Washington, DC 20202
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(End of Provision)

- L. 10 3452.239-71 NOTICE TO OFFERORS OF DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)
- (a) The offeror and any of its future subcontractors will have to comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at: www.ed.gov/fund/contract/about/bsp.html.
- (b) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings," available at: www.ed.gov/fund/contract/about/acs/acsom5101.doc.
- (c) The offeror shall indicate the following employee positions it anticipates to employ in performance of this contract and their proposed risk levels based on the guidance provided in Appendix I of Departmental Directive OM:5-101:

High Risk (HR): N/A
 Moderate Risk (MR): Project Director;
Project Support Specialist;
Project Quality Assurance Official;
System Administrator;
Scientific Review Officer;
Editor;
Lead IT Analyst/IT Subject Matter Expert;
Software Analyst;
Software Engineer;
Software Test Engineer;
Technical Lead
 Low Risk (LR): Business Analyst

(d) In the event the Department disagrees with a proposed risk level assignment, the issue shall be subject to negotiation. However, if no agreement is reached, the Department's risk level assignment shall be used. The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(End of Provision)

SECTION M EVALUATION FACTORS FOR AWARD

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(Reference 52.217-5)

M. 2 Evaluation Criteria

Technical Evaluation Criteria Scientific Peer Review Support for the Institute of Education Sciences RFP # ED-IES-17-R-0014

I. Basis of Award

The U.S. Department of Education intends to award one contract resulting from this competition. Award shall be made to the offeror, which is determined to be the best value to the Government in accordance with FAR 15.101. This determination is made through a comparative assessment of the offers.

The Department will make an award to the Contractor whose offer conforms to the solicitation and is most advantageous to the Government, cost and other factors considered. Tradeoffs apply to this requirement because it may be in the best interest of the Department to consider making an award to other than the lowest cost offeror, or other than the highest technically rated offeror. All factors other than cost, when combined, are significantly more important than cost. However, as technical merit among offerors becomes equal, cost will become more important in the source selection decision.

II. Definitions and Rating Scale

The following **adjectival ratings** shall be applied for each evaluation factor, in tandem with the numerical ratings:

Excellent - Exceeds the requirements in a way which yields significant benefits to the Government; weaknesses, if any, are of small impact and NO significant weaknesses or deficiencies are present.

Adequate - Meets all requirements; the proposal offers no significant benefits beyond the stated, yet NO significant weaknesses or deficiencies exist.

Fair - Fails to meet the minimum requirements or has one or more significant weaknesses or deficiencies. Deficiencies and/or significant weaknesses are correctable without major revisions to the proposal.

Poor - Fails to meet the minimum requirements; one or more deficiencies are noted for which correction would require a major revision or redirection of the proposal.

There is a variation to the definitions when considering Past Performance to account for a neutral rating. See below for the definitions to be used when evaluating Past Performance.

Excellent – The references provided are extremely relevant to the requirements in a way which yields significant benefits to the Government; weaknesses noted, if any, are of minimal impact and NO significant weaknesses or deficiencies in performance are present.

Adequate - The references provided are relevant to the requirements; performance weaknesses noted, if any, are of small impact which may not have required customer input, and NO deficiencies in performance are present.

Neutral - No relevant performance record is identifiable upon which to base a meaningful performance rating.

Poor - The references provided are slightly/nominally relevant or not relevant at all to the requirements; weaknesses noted are of relevant impact, and at least some were not successfully

mitigated, and/or performance deficiencies were noted for which correction required significant customer input.

The following definitions shall be applied appropriately by Panel Members when evaluating a proposed solution and documenting technical evaluation findings:

Strength – An attribute in the proposal, which can be beneficial to the program or greatly increase the probability of successful contract performance.

Weakness – An attribute in the proposal that is a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness – An attribute in the proposal that is a flaw and appreciably increases the risk of unsuccessful contract performance.

Deficiency – A material failure of a proposal to meet a Government requirement, or a combination of significant weaknesses in a proposal, that increases the risk of unsuccessful contract performance at an unacceptable level.

Evaluators shall assign an overall Risk Level to each offerors proposal, as it corresponds to the documented strengths, weaknesses, significant weaknesses, and deficiencies noted in each proposal.

High Risk – The proposal contains risks that are considered to be likely to cause significant, serious disruptions in the schedule, increase in cost, and/or degradation in performance or quality; even with special attention from the contractor and close Government monitoring.

Moderate Risk – The proposal contains risks that may cause some disruption in the schedule, an increase in cost, and/or degradation in performance or quality but special attention from the contractor and close Government monitoring could possibly overcome the difficulties.

Low Risk – The proposal contains risks that have little potential for causing disruption in the schedule, an increase in cost, and/or degradation performance or quality; normal effort from the contractor and normal Government monitoring can probably overcome any difficulties.

III. Technical Evaluation Factors

The Government will base the source selection decision for this procurement on the following evaluation criteria. Technical Merit will be determined on the basis of the following evaluation factors:

A. Soundness of the Technical Proposal—40 Points

The offeror's proposal provides:

- Demonstrated understanding of the purpose and context of the requirement in its entirety, the major issues and objectives, and how they relate to each task.
- Quality of the activities proposed to accomplish each task, including the clarity, feasibility, creativity and soundness of plans for carrying out each task, anticipated challenges in addressing the proposed research questions, and recommended solutions.

B. Technical Qualifications of Proposed Staff—40 Points

Proposed staffing demonstrates the following:

- Project Director, Deputy Project Director, and/or Project Control Specialists -- Experience and skill in managing all aspects of in-person and virtual research grant scientific peer review panels and in managing scientific peer review activities for report manuscripts; prior successful work in managing scientific peer review processes for education-related research grant competitions; and adequate time commitment. Key aspects of IES research grant and report scientific peer review processes for which offerors must identify prior relevant experience and skill include the following:
 - Experience with Grants.gov, including transferring electronic application files to a dedicated online review systems such as the system used by IES staff and peer reviewers.
 - Familiarity with and experience dealing with the government-wide Research and Related (R&R) grant application package.
 - Technical compliance review and processing of research grant applications, including compiling reports and other information necessary for the completion of scientific peer review activities.
 - Planning and administering scientific grant peer review meetings for education-related research grant competitions, involving multiple panels at the same time, including both inperson and virtual panels. This includes findings space for in-person meetings and arranging technology for virtual meetings.
 - Experience and skill with developing, maintaining, supporting, and managing an on-line peer review system that is fully integrated with a full range of pre-review, review meeting, and post review activities, as well as report manuscript peer review, and that provides secure access for multiple types of users with differing permission levels, as is needed to accommodate the multiple user groups involved with IES research grant and report peer review (including, but not necessarily limited to, IES staff, Contractor staff, scientific peer reviewers, and grant applicants).
- Project Staff -- The relationships between experience, technical training, substantive knowledge
 relevant to scientific research generally and education research in particular, and other
 qualifications of proposed personnel and the specific work to be completed are clearly identified
 and appropriate for the task(s) to which they are assigned. Required staff will include
 - Professional staff who are assigned responsibility for individual grant peer review panels, including communicating with grant peer review panel members and taking a leadership role during the panel meeting to ensure that the panel proceedings are accurately recorded and that the integrity of the review process is maintained.
 - Specialists, including information technology specialists and meeting planning specialists, as
 well as technical editors for production of documents such as review summary statements for
 applicants.
 - Technical assistance staff, including technical assistants appropriate for staffing a help desk
 available to IES staff and peer reviewers of reports and grant applications and to help with all
 aspects of in-person and virtual scientific peer review panel meetings and the scientific peer
 review of reports.
- No conflicts of interest exist for any contractor staff that would call into question the independence and validity of IES's scientific peer review procedures.

C. Management of Tasks—5 Points

The Offeror's proposal provides:

Procedures for performing tasks to meet contract requirements in an efficient and effective
manner; procedures for controlling work performance, assigning responsibilities, promoting
communication, resolving problems, coordinating work of sub-contractors (if proposed), and
ensuring work quality and timeliness.

D. Related Corporate Experience—15 Points

The Offeror's proposal provides:

- Demonstrated evidence of prior successful corporate experience with running research grant scientific peer review meetings, both in-person and virtual, and in managing scientific peer review activities necessary for the review of reports.
- Demonstrated evidence of prior successful corporate experience with developing and maintaining web-based technology that supports all aspects of a grant peer review process, from receipt of applications from Grants.gov through facilitating activities during the peer review panel meetings and post-review activities, including operating a portal through which applicants can receive review feedback; and all aspects of report manuscript scientific peer review, including receiving report manuscripts and making these manuscripts and other reviewer materials available to reviewers, and receiving completed reviews.
- Demonstrated evidence that no conflicts of interest exist that would call into question the independence and validity of IES's scientific peer review procedures.

E. Vendor Past Performance—10 Points

• Past performance information is submitted that is relevant to the nature, scope and complexity of the work outlined in the PWS. Information received from the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), the contractor, and contractor-selected references is favorable, and does not contain valid negative information. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably, but will receive a neutral rating of 5 points for this factor.

F. Substantive Small Business Participation—10 Points

- For other than small businesses, the Offeror's small business subcontracting plan proposes substantive work in a meaningful capacity to be subcontracted to small businesses capable of completing that work. A meaningful capacity for substantive work as described here includes work other than courier services or office supplies. A meaningful capacity is one which small businesses are performing work for which they are qualified, under a particular task that is integral to the successful completion of the respective task(s), and ultimately, to the requirement as a whole. For this requirement, the goal of 31% or more of the total subcontract dollars be subcontracted to small businesses is to be considered a mandatory minimum. If the Substantive Small Business Participation does not meet the mandatory minimum goal, the proposal shall be considered non-responsive, and not be reviewed.
- Offerors who are small businesses will automatically receive points under this criterion if the small business demonstrates they are qualified and can credibly perform at least 51% of the budgeted work. Additional points may be earned for substantive work beyond the 51% or

substantive work in a meaningful capacity to be subcontracted to other small businesses capable of completing that work.

Total Technical Merit Points (A-F): 120 points

IV. Business Evaluation

Cost proposals will not be scored or rated, but shall be reviewed as part of the overall proposal evaluation process, so that a determination for cost reasonableness and realism in accordance with FAR 15.404 may be made. Additionally, the offeror's responsibility will be ascertained in accordance with FAR 9.104-1.